

Exhibit A

Second Amended Apache Term Sheet Implementation Agreement

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This SECOND AMENDED IMPLEMENTATION AGREEMENT (the “**Agreement**”) is made and entered into effective as of January 1, 2021, by and among (a) Fieldwood Energy LLC, a Delaware limited liability company (“**FWE**”), and GOM Shelf LLC, a Delaware limited liability company (collectively, the “**Fieldwood PSA Parties**”) and (b) Apache Corporation (“**Apache**”), Apache Shelf, Inc., Apache Deepwater LLC, and Apache Shelf Exploration LLC (collectively, the “**Apache PSA Parties**”) (each, a “**Party**” and collectively, the “**Parties**”) to implement the transactions contemplated by or related to the term sheet attached hereto as **Exhibit A** (the “**Apache Term Sheet**”).

RECITALS

WHEREAS, on July 31, 2020, the Parties executed a letter agreement whereby each of the Parties agreed (i) to work to implement the terms of the Apache Term Sheet in accordance therewith and (ii) to execute and support a restructuring support agreement with certain consent rights for Apache and consistent in all respects with the terms of the Apache Term Sheet;

WHEREAS, commencing on August 3, 2020 (the “**Petition Date**”), FWE and certain of its affiliates each filed with the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) a voluntary case under chapter 11 of title 11 of the United States Code;

WHEREAS, Apache asserts that it holds prepetition audit claims against FWE related to (a) the 2013 audit of WC 72 for 2011-12 for the remaining amount of \$10,222.37 which amount was included on the April 2016 JIB relating to ENI’s debit pay, (b) credits from Noble Energy to Apache for VK 917 and 962 as shown on the August 2018 JIB in the amount of \$11,413.53, and (c) joint venture expenditure audits #17.2.12 relating to East Breaks 158/159 for 2017, #19.2.11 relating to the Main Pass 302 #B19 Well for 2019, #19.2.12 relating to East Breaks 158/159 for 2019, and #19.2.22 relating to Viosca Knoll 917/961/962 (Swordfish) for 2019 in the aggregate

net amount of \$115,969 (collectively, the “**Apache Audit Claims**”); Apache, as a beneficiary of The Fieldwood Decommissioning Trust A (“**Trust A**”) created pursuant to that certain Trust Agreement, dated September 30, 2013, by and among the Fieldwood PSA Parties, as Settlers and Primary Beneficiaries, and the Apache PSA Parties and Apache Shelf Exploration LLC, as Secondary Beneficiaries, as amended, and pursuant to an audit conducted on behalf of Trust A relating to the Fourth and Fifth Amendments to the Decommissioning Agreement, asserts that it holds prepetition claims against FWE relating to funds allegedly improperly withdrawn from Trust A in the aggregate amount of approximately \$1,514,236.00 (the “**Apache Trust A Claims**”); and Apache asserts that it holds claims against FWE related to FWE’s obligations under the Decommissioning Agreement¹ (the “**Decommissioning Claims**” and, together with the Apache Audit Claims, the Apache Trust A Claims, and any other prepetition claim Apache may assert, the “**Apache Claims**”);

WHEREAS, the Bankruptcy Court has established a general bar date of 5:00 p.m. (Central Time) on November 25, 2020 (the “**General Bar Date**”) for filing proofs of claim against the Fieldwood PSA Parties; the Parties hereto entered into that certain stipulation, dated as of November 24, 2020, thereby agreeing to extend the General Bar Date as to the Apache Claims in contemplation of the resolution of the Apache Claims as set forth in the RSA (as defined below), the Apache Term Sheet, and the Apache Definitive Documents (as defined below);

¹ Specifically, per the terms of the Decommissioning Agreement (each capitalized term used herein without definition is as defined in the Decommissioning Agreement), FWE’s Required Spend for decommissioning the Legacy Apache Properties for Plan Year 2020 was \$80,000,000.00. According to FWE’s records, only approximately \$31,730,441.00 was spent by FWE in Plan Year 2020 on such decommissioning obligations, creating a shortfall of the Required Spend of approximately \$48,269,559 (the “**2020 Shortfall**”). Upon Apache’s information and belief, FWE has not funded the 2020 Shortfall into Trust A, as required pursuant to the terms of the Decommissioning Agreement. Accordingly, one of the Decommissioning Claims Apache asserts it holds against FWE is for the 2020 Shortfall.

WHEREAS, that certain *Restructuring Support Agreement*, dated as of August 4, 2020 (as amended,² the “**RSA**”), was entered into by and among (i) the Company³ (including the Fieldwood PSA Parties); (ii) the Consenting FLTL Lenders; (iii) the Consenting SLTL Lenders (together with the Consenting FLTL Lenders, the “**Consenting Creditors**”); and (iv) Apache (collectively, the “**RSA Parties**”), pursuant to which the RSA Parties agreed to support a financial restructuring of the Company as provided therein;

WHEREAS, the Company and the Consenting Creditors have agreed that certain interests in certain non-Legacy Apache Properties and the properties included in the fields listed on Schedule A to the Apache Term Sheet as “Ownership and Operatorship” (the “**Retained Properties**”) (such non-Legacy Apache Properties and the Retained Properties, collectively, the “**Credit Bid Acquired Interests**”) will be sold and conveyed to, and certain liabilities and obligations of the Debtors will be assumed by and will constitute liabilities and obligations of (such liabilities and obligations, collectively, the “**Credit Bid Assumed Liabilities**”), an entity to be formed for purposes of consummating the transactions under the Credit Bid Purchase Agreement (“**Credit Bid Purchaser**”), pursuant to a purchase and sale agreement (the “**Credit Bid Purchase Agreement**”);

WHEREAS, pursuant to the RSA, the Company agreed to, among other things: (i) negotiate in good faith the definitive documents implementing the transactions contemplated by or relating to the Apache Term Sheet (the “**Apache Definitive Documents**”); (ii) use commercially reasonable efforts to execute and deliver the Apache Definitive Documents; and

² Since the RSA was executed on August 4, 2020, additional lenders holding FLTL Claims and/or SLTL Claims have executed joinders to the RSA, including members of the ad hoc group of holders of Prepetition SLTL Loans that is represented by the Ad Hoc Group of SLTL Advisors (each as defined in the Plan (as defined below)).

³ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the RSA, unless indicated otherwise.

(iii) use commercially reasonable efforts to consummate the transactions contemplated under the Apache Definitive Documents;

WHEREAS, pursuant to the RSA, Apache agreed to, among other things: (i) support and take all actions necessary or reasonably requested by the Company to facilitate the finalization of the Apache Definitive Documents; and (ii) support and take all actions necessary or reasonably requested by the Company to facilitate the transactions contemplated under the Apache Definitive Documents;

WHEREAS, pursuant to the RSA, the Apache Definitive Documents shall be in a form reasonably acceptable to the Company, Apache, the Requisite DIP Commitment Parties, and the Requisite FLTL Lenders;

WHEREAS, pursuant to the Apache Term Sheet, Apache acknowledged and agreed that the Apache Definitive Documents shall be subject to the approval of holders of consent rights as set forth in the RSA, which approval shall not be unreasonably withheld, it being understood that good faith negotiations with respect to matters not addressed in the Apache Term Sheet or the Restructuring Term Sheet shall not be considered unreasonably withholding approval;

WHEREAS, the Apache Term Sheet provides that the parties thereto agree to negotiate mutually agreeable Apache Definitive Documents no later than 45 days after the Petition Date, which deadline the Parties have mutually agreed to extend to January 1, 2021;

WHEREAS, the RSA provides that it shall be a DIP Commitment Parties Termination Event if the Company shall not have complied with the deadline requiring the finalization of the Apache Definitive Documents by no later than 75 days after the Petition Date, which deadline has been extended to January 1, 2021;

WHEREAS, pursuant to that certain *Senior Secured Debtor-In-Possession Term Loan Credit Agreement*, dated as of August 24, 2020, among Fieldwood Energy Inc., Fieldwood Energy LLC, the Several Lenders, from time to time, and Cantor Fitzgerald Securities, the Apache Definitive Documents shall be finalized no later than 75 days after the Petition Date, which deadline has been extended to January 1, 2021;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Apache Definitive Documents.** The documents below comprise the Apache Definitive Documents as contemplated in the RSA and the Apache Term Sheet:

a. *Conversion of FWE into a Texas Limited Liability Company.*

(i) *Certificate of Conversion (DE) (FWE).* Annexed hereto as **Exhibit 1.**

(ii) *Certificate of Conversion (TX) (FWE).* Annexed hereto as **Exhibit 2.**

(iii) *Plan of Conversion (TX) (FWE).* Annexed hereto as **Exhibit 3.**

(iv) *Certificate of Formation (TX) (FWE).* Annexed hereto as **Exhibit 4.**

b. *Divisional Merger Documents.*

(i) *Agreement and Plan of Merger (TX) (FWE)* (the “**Plan of Merger**”).

Annexed hereto as **Exhibit 5.**

(ii) *Certificate of Merger (TX) (FWE).* Annexed hereto as **Exhibit 5A.**

(iii) *Certificate of Formation (TX) (Fieldwood Energy I LLC).* Annexed hereto as **Exhibit 5B.**

c. *Fieldwood Energy I LLC Agreement.* Annexed hereto as **Exhibit 6.**

d. *ST 308 Bond Form.* Annexed hereto as **Exhibit 7.**

e. *Standby Credit Facility Documents* (collectively, the “**Standby Credit Facility Documents**”).

- (i) *Standby Loan Agreement*. Annexed hereto as **Exhibit 8**.
- (ii) *Security Agreement*. Annexed hereto as **Exhibit 9**.
- (iii) *Guarantee (Fieldwood Energy I LLC)*. Annexed hereto as **Exhibit 10**.
- (iv) *Guarantee (GOM Shelf LLC)*. Annexed hereto as **Exhibit 11**.
- (v) *Form of Mortgages*. Annexed hereto as **Exhibit 12**.

f. *Form of Amendment to Unit Operating Agreement*. Annexed hereto as **Exhibit 13**, the form of which shall be modified in a manner consistent with the Apache Term Sheet and this Agreement to amend each operating agreement with respect to the properties included in the fields listed on Schedule A to the Apache Term Sheet as solely “Operatorship” for which Credit Bid Purchaser shall become operator, which amendments shall be subject to the same consent rights of the Required DIP Lenders and Requisite FLTL Lenders as for the Apache Definitive Documents, and the Parties shall enter into such amendments prior to the closing of the transactions contemplated by the Credit Bid Purchase Agreement.

- g. *Farmout Agreement*. Annexed hereto as **Exhibit 14**.
- h. *Transition Services Agreement*. Annexed hereto as **Exhibit 15**.
- i. *SEMS Bridging Agreement*. Annexed hereto as **Exhibit 16**.
- j. *Amended BriarLake Sublease*. Annexed hereto as **Exhibit 17**.
- k. *Certification of Rights*. Annexed hereto as **Exhibit 18**.

2. **Execution of Apache Definitive Documents; Good Faith Cooperation.**

Each Party agrees, and Apache expressly acknowledges, that the Company and the Apache PSA Parties have satisfied the requirements under the Apache Term Sheet and the RSA to negotiate

mutually agreeable Apache Definitive Documents by the relevant deadlines set forth therein. Subject to and in accordance with the terms of the RSA and Apache Term Sheet, each of the Parties shall negotiate any exhibits, amendments, modifications or supplements to the Apache Definitive Documents in good faith and agree to exercise commercially reasonable efforts with respect to the negotiation, pursuit, approval, execution, delivery, implementation, and consummation of the Apache Definitive Documents. The Parties may, by mutual agreement, amend, modify, or supplement the forms of the Apache Definitive Documents attached hereto or negotiate to add additional documents to the list of Apache Definitive Documents, consistent with the terms and conditions herein, in the RSA, and in the Apache Term Sheet, and subject to the consent rights of the Parties in the RSA and the Apache Term Sheet, as necessary or desirable to effectuate the Apache Term Sheet and a chapter 11 plan of reorganization that incorporates the transactions contemplated in the Apache Definitive Documents (the “**Plan**”). Subject to the immediately preceding sentence, the Parties shall execute and deliver the Apache Definitive Documents on or before the effective date of the Plan (the “**Effective Date**”). Each Party agrees to use commercially reasonable efforts to execute and deliver the instruments, forms and filings (including any BOEM designation of operator forms and designated applicant Oil Spill Financial Responsibility (“**OSFR**”) form designations and any instruments, forms and filings required by BSEE) that are necessary to designate and appoint under all applicable laws and contracts the Credit Bid Purchaser as operator (and, as applicable, the designated applicant under OSFR for) the Credit Bid Acquired Interests as promptly as practicable following the closing of the Credit Bid Purchase Agreement, and in any case, prior to the execution and delivery of the instruments, forms and filings (including any BOEM designation of operator forms and designated applicant OSFR form designations and

any instruments, forms and filings required by BSEE) that may be required in connection with the implementation of the Divisive Merger (as defined below).

3. **FWE I Exhibits to the Plan of Merger.** Exhibits I-A(i) through I-K(iii) to Schedule I to the Plan of Merger (collectively, the “**FWE I Exhibits**”) set forth a list of Legacy Apache Properties, which FWE I Exhibits the Apache PSA Parties and the Fieldwood PSA Parties hereto respectively acknowledge are subject to the ongoing review and consent rights of the Consenting Creditors under the RSA (which consent has not yet been provided), and the Apache PSA Parties and Fieldwood PSA Parties agree that the FWE I Exhibits are subject to modification based on such review to be consistent with the Apache Term Sheet.

4. **Plan and Confirmation Order.** As provided in the RSA, provisions in the Plan and Confirmation Order that directly affect the structure of FWE I outlined in the Apache Term Sheet or the economic treatment of Apache remain subject to Apache’s review and must be in form and substance reasonably acceptable to Apache, and the Plan and Confirmation Order shall be in form and substance reasonably acceptable to the Debtors, the Requisite DIP Commitment Parties, and the Requisite FLTL Lenders at all times. To facilitate the implementation of the Apache Term Sheet and the Apache Definitive Documents pursuant to the Plan as contemplated in the RSA and the Apache Term Sheet, the Parties agree that subject to the negotiation of mutually agreeable definitive language, any order of the Bankruptcy Court confirming the Plan (the “**Confirmation Order**”) shall provide for the following:

(i) FWE shall pay up to \$5.5 million of reasonable and documented fees and expenses of Apache related to the formation of Fieldwood Energy I LLC (“**FWE I**”) and FWE’s restructuring, including the negotiation and preparation of the Apache Definitive Documents (collectively, the “**Apache Fees and Expenses**”); provided that amounts paid to Apache on

account of the Apache Fees and Expenses shall not be subject to disgorgement unless the transactions contemplated in the Apache Definitive Documents fail to close as a result of Apache's breach of the RSA.

(ii) The Prepetition FLFO Lenders, Prepetition FLTL Lenders, and Prepetition SLTL Lenders shall release (and/or cause the applicable administrative agent or collateral agent to release) all liens and encumbrances on, interests in, and claims against the Legacy Apache Properties (as defined in the Apache Term Sheet) and the other FWE I Assets (as defined in Part A of Schedule I to the Plan of Merger) and the Consenting Creditors shall release the Apache PSA Parties from any and all causes of action and claims of any kind related to the Legacy Apache Properties arising prior to the date of the Apache Term Sheet Implementation Agreement.

(iii) FWE's assets to be allocated to, possessed by, assumed by, and vested in FWE I and Fieldwood Energy III LLC ("**FWE III**"), respectively, pursuant to the transactions contemplated by and in accordance with the Plan of Merger (the "**Divisive Merger**"), including contracts, leases, oil and gas leases and assets constituting real property interests (including all fee surface interests in land, surface leases, easements, rights of way, servitudes, licenses, franchises, road, railroad, and other surface use permits or agreements), shall be (a) free and clear of (i) any right of consent, notice, and other similar rights, if any, that are applicable to the vesting of the assets in connection with the Divisive Merger (such rights, the "**Consent Rights**") and (ii) all preferential purchase rights, rights of first refusal, drag-along rights, tag-along rights, and other similar rights, if any, that are applicable to the vesting of the assets in connection with the Divisive Merger (such rights, the "**Preferential Purchase Rights**"), but (b) subject to and burdened by (x) the liabilities and obligations allocated to and vested in, respectively, FWE I or FWE III, as specified in the Plan of Merger, pursuant to the Divisive Merger (collectively, "**Allocated**

Obligations”) and (y) Permitted Post-Closing Liens (as defined in the Schedule of Defined Terms for Required Confirmation Order Provisions, attached hereto as **Exhibit B**).

(iv) Entities (as defined under section 101(15) of the Bankruptcy Code) or Parties that fail to timely file an objection are (a) forever barred from objecting to the allocation and vesting of the assets in connection with the Divisive Merger free and clear of all Consent Rights and Preferential Purchase Rights, and from asserting any alleged Consent Rights or Preferential Purchase Rights with respect to the Divisive Merger, and (b) deemed to consent to and approve the allocation and vesting of the assets free and clear of all Consent Rights and Preferential Purchase Rights, regardless of whether such consent must be in writing pursuant to the terms of any agreement.

(v) Subject to the Implementation Costs Cap (as defined below), FWE III shall, and shall cause its debtor affiliates in the above-captioned chapter 11 cases to, on the Effective Date, provide for the payment of any and all documentary, filing, recording, stamp, and registration fees, costs, taxes, and expenses (including all reasonable and documented attorneys’ fees and regulatory consultant fees) incurred or imposed after the Effective Time (as defined in the Plan of Merger) in connection with the filing of record by or on behalf of FWE I or GOM Shelf LLC of any instrument or instruments with the appropriate records office of any county, parish, state, federal, or other governmental unit (including BOEM) that may be required in connection with the implementation of the Divisive Merger or that either FWE I or GOM Shelf LLC determines in its respective sole discretion to be necessary or appropriate to reflect in the appropriate records of any governmental unit that as a result of the Divisive Merger (a) ownership of the FWE I Assets have been allocated to and are vested in FWE I (and to the extent appropriate to reflect ownership of the GOM Shelf Properties (as defined in the Plan of Merger) in GOM Shelf LLC), and (b) the

Allocated Obligations have been allocated to and vested in, and constitute liabilities and obligations of, FWE I and FWE III, respectively (collectively, the “**Implementation Costs**”). For the avoidance of doubt, the documentary, filing, recording, stamp, and registration fees of FWE I or GOM Shelf LLC, shall include such costs and expenses required to file or to cause to be filed of record in the records office, as determined by Apache to be appropriate, of any county, parish, state, federal, or other governmental unit (including BOEM) of the mortgages, security interests and similar security documentation as is contemplated by the Standby Loan Agreement and the Standby Credit Facility Documents to secure the obligations of FWE I and GOM Shelf LLC thereunder. Any Implementation Costs that exceed the Implementation Costs Cap shall be the sole responsibility of and paid for by FWE I.

(vi) Upon the Effective Date of the Plan, the Decommissioning Agreement shall be assumed, with the consent of the Apache PSA Parties, by the Fieldwood PSA Parties and, upon consummation of the transactions provided for in the Plan of Merger, become the obligation of FWE I. Any Cure Amounts payable as a result of assumption of the Decommissioning Agreement, which amount will be mutually agreed between the Parties prior to confirmation of the Plan and scheduled as a Cure Amount, shall include any amounts relating to the Apache Claims (including the Apache Trust A Claims and the Decommissioning Claims) and shall be paid into Trust A on the Effective Date or as soon as reasonably practicable thereafter but in no event later than ten (10) business days following the Effective Date. Payment of any mutually agreed Cure Amount as a result of assumption of the Decommissioning Agreement does not constitute an admission by any Party that a default exists or existed at any time under the Decommissioning Agreement.

(vii) Except for the rights and remedies to enforce (a) the Decommissioning Agreement against GOM Shelf LLC and FWE I following the Divisive Merger (which agreement

shall be allocated to FWE I and GOM Shelf LLC under the Divisive Merger), (b) the Plan, (c) the Confirmation Order, and (d) the obligations contemplated by the Apache Definitive Documents, the Apache PSA Parties shall be deemed Releasing Parties (as defined in the Plan) under the Plan and waive and release any and all pre-Effective Date claims of any kind (including, without limitation, the Apache Audit Claims, the Apache Trust A Claims and any claims that could qualify as administrative expense claims) against the Debtors, their estates and any other Released Party (as defined in the Plan), in all circumstances only to the extent such claims accrued on or prior to the Effective Date and only to the extent such releases do not impair the Decommissioning Security, or Apache's ability to draw on the Decommissioning Security in any respect. For the avoidance of doubt, any and all claims the Apache PSA Parties may have against FWE I related to the Decommissioning Agreement arising post-Effective Date and any security obtained, provided, or pledged in connection with the Decommissioning Agreement (the **"Decommissioning Security"**) will be preserved.

(viii) Except for the rights and remedies to enforce (a) the Decommissioning Agreement against the Apache PSA Parties following the Divisive Merger, (b) the Plan, (c) the Confirmation Order, and (d) the obligations contemplated by the Apache Definitive Documents, the Debtors shall waive and release any and all pre-Effective Date claims of any kind against the Apache PSA Parties, in all circumstances only to the extent such claims accrued on or prior to the Effective Date. For the avoidance of doubt, any and all claims FWE I may have against the Apache PSA Parties related to the Decommissioning Agreement arising post-Effective Date and the Decommissioning Security will be preserved.

(ix) All rights of the Apache PSA Parties with respect to bonds and letters of credit constituting Decommissioning Security shall be preserved as against such bonding

companies and letter of credit issuers in all respects. The Debtors shall not terminate any bonds issued on behalf of the Debtors relating to the Legacy Apache Properties under which any federal, state or local governmental entity is an obligee.

(x) With respect to the agreements and memberships relating, in whole or in part, to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to a governmental unit with respect to the FWE I Assets (as defined in the Plan of Merger) or GOM Shelf Oil and Gas Properties (as defined in the Plan of Merger), to the extent any such agreements or memberships are also needed in respect to any Credit Bid Acquired Interests or FWE III Assets (as defined in the Plan of Merger) that are set forth on **Exhibit 23** hereto, then on or before the Effective Date, FWE shall obtain new agreements and membership for such use with respect to the Credit Bid Acquired Interests or FWE III Assets. With respect to any Excluded Contracts (as defined in the Plan of Merger), FWE shall, on or before the Effective Date, prepare and negotiate replacement agreements with the counterparties to such Excluded Contracts upon substantially the same terms as such Excluded Contracts which may be executed by FWE I immediately following the Effective Date.

(xi) The Fieldwood PSA Parties and the Apache PSA Parties may, by mutual agreement, amend and modify, without the consent of the Consenting Creditors, the forms of the agreements governing the terms of employment of the Independent Director (as defined in the Apache Term Sheet) of FWE I and of the “sole manager” (as that term is used in the Apache Term Sheet) of FWE I (the “**Sole Manager**”), and the form of the agreement with the “service provider” (as that term is used in the Apache Term Sheet) of FWE I (the “**Contract Services Provider**”) to be included in the bid package for the Contract Services Provider (collectively, such forms of agreement comprise the “**Fieldwood I Administrative Documents**”).

(xii) The Bankruptcy Court (i) approves the Apache Definitive Documents and all transactions contemplated by the Apache Term Sheet Implementation Agreement, including the Plan of Merger and Standby Credit Facility Documents, and all actions to be taken, undertakings to be made, and obligations to be incurred by FWE I contemplated thereby; and (ii) following the consummation of the Plan of Merger, authorizes FWE I, without further notice to or action, order, or approval of this Bankruptcy Court and without the need for any further corporate or shareholder action, to enter into, deliver, and fully perform its obligations under the Apache Definitive Documents, including without limitation, the Standby Credit Facility Documents. Upon entry of the Confirmation Order, FWE I or the Sole Manager, as applicable, shall be authorized and empowered, without further approval of the Bankruptcy Court or any other party, to take such actions and perform such acts as may be necessary, convenient, desirable, or appropriate to execute and deliver the Apache Definitive Documents in accordance with the Plan and to execute and deliver all documents relating thereto and to perform all of their obligations thereunder. On the Effective Date, the Apache Definitive Documents shall constitute legal, valid, binding, and authorized obligations of FWE I, enforceable in accordance with their terms, and such obligations of FWE I shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination by FWE I or the Post-Effective Date Debtors (as defined in the Plan) under applicable law, the Plan, or the Confirmation Order. On the Effective Date, all liens granted pursuant to, or in connection with, the Apache Definitive Documents shall be deemed granted by FWE I and/or GOM Shelf LLC, in each case, pursuant to the Apache Definitive Documents. On the Effective Date, all liens granted pursuant to, or in connection with Apache Definitive Documents, as applicable, (i) shall be valid, binding, perfected, enforceable liens and security interests in the property described in the applicable Apache Definitive

Documents granted by FWE I and/or GOM Shelf LLC pursuant to the Apache Definitive Documents, as applicable, with the priorities established in respect thereof under applicable non-bankruptcy law and the Apache Definitive Documents, including, but not limited to, the Mortgages, Security Agreement or Standby Loan Agreement and (ii) shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination by FWE I and/or GOM Shelf LLC under applicable law, the Plan, or the Confirmation Order. For the avoidance of doubt, the liens granted to Apache pursuant to the Recharacterization Mortgages (as such term is defined in the Decommissioning Agreement, as amended from time to time, and as supplemented by the Recharacterization Mortgages) upon any recharacterization of the Trust A or Trust A-1 NPIs (as such terms are defined in the Decommissioning Agreement, as amended from time to time, and as supplemented by the Recharacterization Mortgages) shall be senior in all respects to any other liens.

5. **Implementation Costs Cap.** No later than twenty-one (21) days after the effective date of this Agreement (as such date may be extended upon mutual written consent by the Parties including via email), the Parties shall mutually agree in good faith on the estimated amount of Implementation Costs to be funded by the Debtors (such amount, the “**Implementation Costs Cap**”). In the event the Parties are unable to reach a mutual agreement as to the Implementation Costs Cap, the determination shall be submitted to and determined by the law firm of Geiger Laborde & Laperouse, LLC (the “**Referee**”). If the Referee shall be responsible for determining the Implementation Costs Cap, each Party will be required to submit its respective estimate regarding the Implementation Costs Cap to the Referee. The Referee will then conduct its own investigation and issue its decision regarding the Implementation Costs Cap, where such amount shall not be (i) higher than the highest estimate submitted by a Party, or (ii) lower than the

lowest estimate submitted by a Party. The Referee's decision shall be considered final and binding. Moreover, the Parties will each pay half of the total costs relating to the Referee's determination of the Implementation Costs Cap. The Apache PSA Parties' portion of such costs shall not be considered Apache Fees and Expenses.

6. **Fieldwood I Administrative Documents.** The documents below comprise the Fieldwood I Administrative Documents:

- (i) *Sole Manager Agreement.* Annexed hereto as **Exhibit 19.**
- (ii) *Independent Director Agreement.* Annexed hereto as **Exhibit 20.**
- (iii) *Form of Contract Services Agreement,* to be included in the bid package for the Contract Services Provider. Annexed hereto as **Exhibit 21.**

(a) Any waivers, amendments, or modifications made to the Fieldwood I Administrative Documents or any provisions contained therein shall be made by mutual agreement between the Fieldwood PSA Parties and the Apache PSA Parties without the consent of the Consenting Lenders.

7. **Termination of Agreement and Tolling of General Bar Date.**

(a) This Agreement shall terminate upon the earlier to occur of (i) the termination of the RSA and (ii) the termination of Apache as a party to the RSA. Upon termination of this Agreement, each Party shall be immediately released from its obligations, commitments, undertakings and agreements under or related to this Agreement; provided that in no event shall any such termination relieve a Party from liability for its breach or non-performance of its obligations hereunder prior to the date of such termination.

(b) Notwithstanding the General Bar Date, the Parties agree that Apache shall not file a proof of claim against the Debtors on account of the Apache Claims until after the earliest

to occur of the following (the date of the earliest to occur of the following, the “**Apache POC Filing Date**”): (i) the date that this Agreement is terminated, (ii) the date that FWE, without Apache’s express, written consent, files a plan of reorganization materially inconsistent with the RSA, the Apache Term Sheet, or the Apache Definitive Documents, (iii) the date that FWE’s chapter 11 case is converted to a case under chapter 7, and (iv) January 15, 2021 if the RSA has not been amended to modify or remove the requirement that Apache timely vote its Claims and Interests to accept the Plan contemplated by the RSA. Following the occurrence of the Apache POC Initial Filing Date, at any time within the period of thirty (30) days after the Apache POC Initial Filing Date, Apache shall have the right to file a proof of claim or proofs of claim against the Debtors on account of the Apache Claims. The terms of this paragraph 7(b) shall survive the termination of this Agreement.

8. **363 Credit Bid Transaction.** In the event the credit bid sale transaction to Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders) is pursued pursuant to section 363 of the Bankruptcy Code as contemplated in the Plan (the “**363 Credit Bid Transaction**”), the Apache PSA Parties agree, consistent with their obligations under the RSA, to support and take reasonable actions to facilitate the 363 Credit Bid Transaction, and cooperate in good faith with Debtors, the Required DIP Lenders and Requisite FLTL Lenders to facilitate the 363 Credit Bid Transaction, including, without limitation, by making any amendments to the Apache Definitive Documents; provided that no such actions shall require the Apache PSA Parties to alter the economics of the Apache Definitive Documents without the Apache PSA Parties’ express written consent.

9. **Credit Bid Purchase Agreement Terms.**⁴

⁴ The Consenting Creditors agreed under the Apache Term Sheet that “any outstanding accounts receivable and accounts payable associated with the Legacy Apache Properties as of the effective date of Fieldwood’s plan of

(a) The terms of the Credit Bid Purchase Agreement (or an alternative purchase and sale agreement conveying the Credit Bid Acquired Interests to a buyer) that relate to (i) the scope of Credit Bid Assumed Liabilities (including payables with respect to the Legacy Apache Properties and the Retained Properties) to be assumed by the buyer thereunder and any indemnities with respect thereto and (ii) the scope of receivables with respect to the Legacy Apache Properties to be assigned to the buyer and the obligations that may be imposed on FWE I with respect to the collection of such receivables ((i) and (ii), collectively, the “**Specified Credit Bid Terms**”) shall be in form and substance acceptable to Apache and the Debtors.

(b) The Parties agree that the terms as set forth on **Exhibit 22** that relate to the Specified Credit Bid Terms are acceptable to Apache and the Debtors to address the Specified Credit Bid Terms in the Credit Bid Purchase Agreement (or an alternative purchase and sale agreement conveying the Credit Bid Acquired Interests to a buyer), and any terms contained in the Credit Bid Purchase Agreement (or an alternative purchase and sale agreement conveying the Credit Bid Acquired Interests to a buyer) that relate to the Specified Credit Bid Terms, other than as set forth on Exhibit 22, must be in form and substance acceptable to Apache and the Debtors.

10. **Transfer of Retained Properties.** Notwithstanding anything to the contrary herein, any Retained Properties transferred to Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders) in a credit

reorganization shall be retained by [Credit Bid Purchaser].” However, for the avoidance of doubt, any language in Paragraph 9 or Exhibit 22 of this Agreement that differs from, supplements, modifies or is otherwise inconsistent with the foregoing language in the Apache Term Sheet (including, without limitation, any language that relates to items that are not accounts payable associated with the Legacy Apache Properties as of the effective date of Fieldwood’s plan of reorganization being retained by Credit Bid Purchaser or any language that relates to items that are accounts receivable associated with the Legacy Apache Properties as of the effective date of Fieldwood’s plan of reorganization not being retained by Credit Bid Purchaser) has not been agreed to by the Consenting Creditors, and the Consenting Creditors reserve all rights with respect to any such difference, supplement, modification or inconsistency.

bid sale transaction shall be conveyed in accordance with the Decommissioning Agreement. Any amounts payable to Trust A on account of such transfer shall be the obligation of FWE I. Apache agrees to work with FWE and the Trust A trustee to obtain the required releases from Trust A and conveyances of such interest to Credit Bid Purchaser in connection with this transfer.

11. **Effectiveness; Counterparts.** This Agreement shall become effective and binding upon each Party upon the execution and delivery by such Party of an executed signature page hereto and shall become effective and binding on all Parties on the date when all Parties have executed and delivered a signature page hereto. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Agreement may be delivered by electronic mail, or otherwise, which shall be deemed to be an original for the purposes of this paragraph.

12. **Governing Law; Jurisdiction; Waiver of Jury Trial.** To the maximum extent permitted by applicable law, this Agreement is governed by and is to be construed in accordance with the internal laws of the State of Texas, without giving effect to any principles of conflicts of law thereunder that would result in the application of the laws of any other jurisdiction. Each Party irrevocably agrees that any legal action, suit, or proceeding arising out of or relating to this Agreement brought by any party or its successors or assigns shall be brought and determined in the Bankruptcy Court and each Party hereby irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court, and if the Bankruptcy Court does not have (or abstains from) jurisdiction, Courts of the State of Texas and of the United States District Court of the Southern District of Texas, and any appellate court from any thereof, for itself and with respect to its property, generally and unconditionally, with regard to any such proceeding arising out of or relating to this

Agreement. Each Party further agrees that notice as provided herein shall constitute sufficient service of process and the Parties further waive any argument that such service is insufficient. Each Party hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any proceeding arising out of or relating to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the Bankruptcy Court as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of such court or from any legal process commenced in such court (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment, or otherwise) and (c) that (1) the proceeding in such court is brought in an inconvenient forum, (2) the venue of such proceeding is improper, or (3) this Agreement, or the subject matter hereof, may not be enforced in or by such court. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF RELATING TO THIS AGREEMENT. EACH PARTY CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

13. **Notices.** All notices hereunder shall be deemed given if in writing and delivered, if contemporaneously sent by electronic mail, courier or by registered or certified mail (return receipt requested) to the following addresses:

(1) If to the Fieldwood PSA Parties, to:

Fieldwood Energy LLC
2000 W. Sam Houston Parkway S., Suite 1200
Houston, Texas 77042
Attention: Thomas R. Lamme

With a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Matt Barr, Esq. (matt.barr@weil.com)
Alfredo Pérez, Esq. (alfredo.perez@weil.com)
Jessica Liou, Esq. (jessica.liou@weil.com)

(2) If to the Apache PSA Parties, to:

Apache Corporation
2000 Post Oak Boulevard, Suite 100
Houston, Texas 77056-4400
Attention: Anthony Lannie and Brett Cupit

With a copy to:

Hunton Andrews Kurth LLP
600 Travis Street
Suite 4200
Houston, Texas 77002
Attention: Robin Russell, Esq. (RRussell@andrewskurth.com)
Catherine Diktaban, Esq. (CDiktaban@hunton.com)

14. **Amendments.** Neither this Agreement nor any provision hereof may be waived, amended, or modified **except** pursuant to an agreement or agreements in writing entered into by the Fieldwood PSA Parties and the Apache PSA Parties.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the undersigned Parties have executed this Second Amended Implementation Agreement as of the effective date of this Agreement.

FIELDWOOD ENERGY LLC,
a Delaware limited liability company

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Senior Vice President and
General Counsel

GOM SHELF LLC,
a Delaware limited liability company

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

APACHE CORPORATION

By: Ben C. Rodgers

Name: Ben C. Rodgers
Title: Senior Vice President, Treasurer and
Marketing and Midstream

gdx

APACHE SHELF, INC.

By: Ben C. Rodgers

Name: Ben C. Rodgers
Title: Senior Vice President and Treasurer

gdx

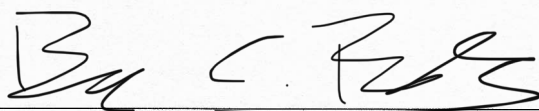
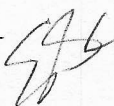
APACHE DEEPWATER LLC

By: Ben C. Rodgers

Name: Ben C. Rodgers
Title: Senior Vice President and Treasurer

gdx

APACHE SHELF EXPLORATION LLC

By: Ben C. Rodgers  

Name: Ben C. Rodgers

Title: Senior Vice President and Treasurer

Exhibit A

The “Apache Term Sheet”



VIA EMAIL

July 31, 2020

P. Anthony Lannie
Executive Vice President and General Counsel
Apache Corporation
2000 Post Oak Boulevard, Suite 100
Houston, Texas 77056-4400

Re: *Legacy Apache Properties Term Sheet*

Dear Mr. Lannie:

Attached as Exhibit A is the agreed upon term sheet dated July 31, 2020, by and between Fieldwood Energy LLC and certain of its affiliates (collectively, the “**Fieldwood PSA Parties**”) and Apache Corporation and certain of its affiliates (collectively, the “**Apache PSA Parties**” and, together with the Fieldwood PSA Parties, the “**Parties**”) supporting the restructuring of the portion of the Fieldwood PSA Parties’ business relating to certain assets described therein as the “Legacy Apache Properties” (the “**Legacy Apache Properties Term Sheet**”).

By executing this letter agreement, each of the undersigned Parties agrees (i) to work to implement the terms of the Legacy Apache Properties Term Sheet in accordance therewith and (ii) (upon Fieldwood’s payment of the retainers to Apache’s attorneys and advisors in the amounts submitted to Fieldwood’s outside counsel and subject to review and reasonable satisfaction with the restructuring term sheet to be attached to the restructuring support agreement) to execute and support a restructuring support agreement in a final form reasonably acceptable to Apache and consistent in all respects with the terms of the Legacy Apache Properties Term Sheet.

The Parties may execute and deliver this letter agreement by electronic reproduction and in multiple counterparts, each of which shall constitute an original and all of which shall be one and the same document. This letter agreement shall be governed by the laws of the State of Texas without regard to any choice of law principles.

Regards,

Thomas R. Lamme

Thomas R. Lamme

Enclosure

cc: Michael T. Dane
Senior Vice President and Chief Financial Officer

IN WITNESS WHEREOF, the undersigned Parties have executed this letter agreement as of the date first written above.


FIELDWOOD ENERGY LLC

By: Thomas R. Lamme
Name: Thomas R. Lamme
Title: Senior Vice President and General Counsel

GOM SHELF LLC

By: Thomas R. Lamme
Name: Thomas R. Lamme
Title: Vice President


APACHE CORPORATION



Name: P. Anthony Lannie

Title: Executive Vice President and General Counsel

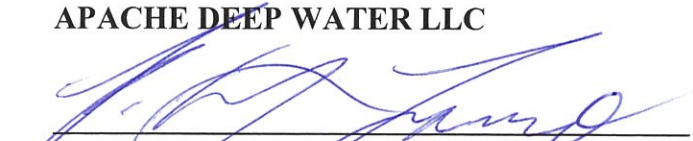
APACHE SHELF, INC.



Name: P. Anthony Lannie

Title: Executive Vice President and General Counsel

APACHE DEEP WATER LLC



Name: P. Anthony Lannie

Title: Executive Vice President and General Counsel

Exhibit A**Term Sheet for Fieldwood Energy LLC Restructuring****Summary of Principal Terms**

Entity Owning Legacy Apache Properties Post-Confirmation	<p>All oil and gas assets conveyed by Apache Corporation (“Apache”) and certain of its affiliates (collectively, the “Apache PSA Parties”) in favor of Fieldwood Energy LLC (“Fieldwood” or “debtor”) and certain of its affiliates (collectively, the “Fieldwood PSA Parties”) pursuant to that Purchase and Sale Agreement dated as of July 18, 2013 between the Apache PSA Parties and the Fieldwood PSA Parties (as amended, “PSA”), plus all leases, wells, fixtures, equipment, permits, ONRR royalty and other deposits, decommissioning bonds with third parties relating to previously sold assets, decommissioning bonds posted by Fieldwood on Legacy Apache Properties, inventory, facilities, easements, pipelines, and related property associated therewith, less and except any such assets sold, assigned, decommissioned, or otherwise disposed of by Fieldwood to third parties or otherwise prior to the date of this Term Sheet or as contemplated in this Term Sheet, and not including the Retained Properties (defined below) (collectively, the “Legacy Apache Properties”) shall be owned post-confirmation by a Reorganized Fieldwood unless a different entity is created in accordance with the section entitled “Assumption of Obligations” below (this portion of the business of the Reorganized Fieldwood being referred to hereinafter as “Fieldwood I”). Any outstanding accounts receivable and accounts payable associated with the Legacy Apache Properties as of the effective date of Fieldwood’s plan of reorganization shall be retained by Fieldwood II (defined below), and any accounts receivable and accounts payable accruing after the effective date of Fieldwood’s plan of reorganization shall accrue to the benefit or obligation of Fieldwood I. Fieldwood I will retain BOEM Operator numbers and Qualification cards for Fieldwood and Fieldwood’s affiliate GOM Shelf LLC.</p> <p>Fieldwood I shall (i) have no assets or liabilities upon confirmation other than the Legacy Apache Properties and operational liabilities, including plugging and abandonment and decommissioning liabilities relating to the Legacy Apache Properties and certain assets described under “Additional Initial Funding Sources” and “Assumption of Obligations” below, (ii) be a bankruptcy remote business entity with a governance structure which is consistent with the business goals of the parties outlined herein (which includes an independent director or manager whose vote is needed to approve major decisions such as bankruptcy, receivership, liquidation, mergers, and consolidations, and removal and appointment (after the initial appointment) of the sole manager and service provider described below (the “Independent Director”)), (iii) not be a reporting entity for SEC purposes, (iv) as of the confirmation date, not create a variable interest entity that Apache is required to consolidate, and (v) is structured in a tax efficient manner within the constraints of the criteria set forth in items (i) through (iv) above. To the extent it will accomplish the goals of the parties outlined herein and is otherwise allowed by applicable law, Fieldwood I and the holder of Fieldwood’s other assets not sold during the pendency of the Chapter 11 cases (“Fieldwood II”) may be created by a divisional merger of Fieldwood under applicable state law upon the confirmation of Fieldwood’s plan of reorganization.</p>
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Management of Fieldwood I	<p>Fieldwood I will not have employees other than a sole manager. Apache and debtor shall each provide the other with a list of three candidates with a minimum of five (5) years of relevant experience in the energy sector. If one or more names appear on both lists, then the debtor will select the initial sole manager of Fieldwood I from those common name(s). If there are no common names, then each shall have the right to strike two names from the other party's list and the bankruptcy judge shall select the sole manager from the two remaining names (one from each list). In the event the sole manager must be removed (which shall require Apache's consent) and/or replaced or resigns or otherwise no longer serves, then the foregoing procedure will be repeated (except that the Independent Director will replace the bankruptcy court and Fieldwood I will replace the debtor for that purpose).</p> <p>The initial Independent Director shall be appointed by the debtor and shall be a natural person who is not and, for the prior five years has not been, a director, officer, employee, trade creditor, or shareholder (or spouse, parent, sibling, or child of the foregoing) of Fieldwood, any affiliate of Fieldwood, or any lender to Fieldwood (a "Qualified Person"), and shall be an individual provided by Citadel SPV, Global Securitization Services, LLC, Corporation Service Company, CT Corporation, Lord Securities Corporation, Wilmington Trust Company, or, if none of those companies is then providing professional independent managers, another nationally-recognized company selected by Fieldwood with Apache's consent (the "Approved List") and approved by the bankruptcy court. The Independent Director may not be removed, except with Apache's consent. If the Independent Director is removed, resigns, or otherwise ceases to serve, then Fieldwood I shall select another Independent Director who is a Qualified Person from the Approved List.</p> <p>The limited liability agreement will specify that the sole manager will have the right to control the business and operations of Fieldwood I at all times prior to the completion of the decommissioning of the Legacy Apache Properties owned by Fieldwood I, subject to compliance with the following covenants which can only be waived with Apache's consent:</p> <ol style="list-style-type: none"> 1. Fieldwood I shall not have any business or operations other than operating the Legacy Apache Properties and decommissioning them; 2. Fieldwood I shall not purchase, sell, or farm-in any asset; 3. Except in compliance with item 4 immediately below, Fieldwood I shall not farm-out any asset; 4. If anyone makes an unsolicited proposal to farm in to any of the Legacy Apache Properties on fair market terms and conditions (including fair market rates of return), then Fieldwood I shall be obligated to market such farm-in opportunity and accept the highest and best offer for such farm-in opportunity as long as the transaction is accretive to Fieldwood I cashflow; 5. Fieldwood I shall not incur indebtedness for borrowed money other than under the Standby Facility (defined below); 6. Fieldwood I shall not use its free cash flow (after operating expenses) for any purposes other than fulfilling its obligations to Apache under the
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	<p>Decommissioning Agreement (defined below) and the Standby Facility (defined below) until those obligations have been satisfied in full;</p> <p>7. Fieldwood I shall not amend its bylaws, limited liability agreement, or other organizational documents, and any effort to do so shall be ineffective for any purpose;</p> <p>8. Fieldwood I shall not engage in any activity or take any action outside the ordinary course of business; and</p> <p>9. Fieldwood I shall not dissolve, liquidate, or merge or consolidate with any other entity.</p>
Employee Matters	<p>Fieldwood shall provide Apache with a list of certain employees involved in the operation and management of the Legacy Apache Properties no later than one month after finalizing definitive documentation for the transactions reflected in this Term Sheet and shall make such employees available on a mutually agreed timeline to be interviewed by Apache for potential employment by Apache following the consummation of the Fieldwood I transaction. Apache shall have no obligation to hire any such employees.</p> <p>Fieldwood is willing to consider assigning all or a portion of its existing decommissioning business, including separate P&A equipment and spreads, to Apache in connection with mutually agreeable resolution of Fieldwood I terms and based on Fieldwood II's residual business post-restructuring. Consummation of the transaction outlined herein shall not be conditioned on Apache's potential acquisition of such decommissioning business.</p>
Operations and Decommissioning Activities	<p>Fieldwood I shall hire an independent third-party service provider to perform all operations and decommissioning on behalf of Fieldwood I. The work to be performed by the independent service provider shall be bid out to not less than three (3) qualified candidate service providers, each with a minimum of five (5) years of relevant experience. The qualified bidder who bids the lowest price and best terms, in view of relevant experience, shall be selected as the initial service provider. To facilitate the transition process prior to selection of such service provider, upon the effectiveness of the plan of reorganization, Fieldwood I will enter into a transition services agreement with Fieldwood II to provide operational services for Fieldwood I and the initial service provider. Such transition services agreement may be terminated by Fieldwood I at any time. In the event the service provider must be removed (which may be done by the sole manager, but only with Apache's consent) and/or replaced or otherwise no longer serves, then the sole manager shall again bid out the work in accordance with the procedures outlined hereinabove. No later than 45 days after the Chapter 11 filing date (the "Petition Date"), Fieldwood may select with Apache's consent, which consent may be withheld by Apache in its sole discretion, certain properties (the "Retained Properties") for which Fieldwood II or its successors shall retain operatorship or ownership and operatorship.¹ Properties set forth on <u>Schedule A</u>, attached hereto, constitute the agreed-upon Retained Properties as of the date of this Term Sheet. With regard to ST 308 (identified as a Retained Property on <u>Schedule A</u>),</p>

¹ Properties comprise fields, onshore and offshore facilities, inventory, shore bases, and other assets in which Fieldwood has acquired an incremental working interest separate from the Apache acquisition or have an operational relationship to other Fieldwood properties and which will be operated by or owned and operated by the Fieldwood II or the Fieldwood deepwater business.

	<p>Fieldwood's interest in such property will be transferred to, or allocated through the divisional merger, and owned and operated by the party who owns the deepwater Katmai project upon effectiveness of Fieldwood's plan of reorganization, and the owner of such property shall provide Fieldwood I with a surety bond in a form acceptable to Fieldwood I securing the decommissioning obligations for the ST 308 lease and associated ROW(s) in the amount of \$13.2 million. With regard to VR 78 and VR 362/371 (each identified as a Retained Property on <u>Schedule A</u>), Fieldwood's interest in such properties will remain with Fieldwood II and be owned and operated by Fieldwood II, and Fieldwood II shall assume the decommissioning obligations with respect to those properties. With regard to the four properties listed on <u>Schedule A</u> as "Operatorship" in which ownership will be retained by Fieldwood I, a joint operating agreement reasonably satisfactory to Apache will be put in place (or amended) which provides that Fieldwood I as non-operator will have the right to opt in or out of participation in any future capital spending or project related to a work-over or recompletion of an existing well on the property or the drilling of a new well on the property (a "New Project"). If Fieldwood I elects not to participate in accordance with the applicable joint operating agreement, Fieldwood II as Operator may fund (and, if so, it will indemnify Fieldwood I against costs and liabilities associated with) such New Project as an exclusive (sole risk) operation giving Fieldwood II sole right and obligation to any and all risk, costs, liabilities, downside, and upside from such New Project. Fieldwood I shall retain all of its rights and obligations relating to the property other than those rights and obligations created by the New Project. Services provided by Fieldwood II under such JOA will be billed to Fieldwood I at Fieldwood II's actual costs without any actual or allocated overhead or additional G&A charges.</p> <p>Services provided by Apache or its third-party contractors to Fieldwood I will be billed to Fieldwood I at Apache's cost and according to typical industry practices under a joint operating agreement.</p>
Right to Fund Capital Expenditures	<p>Apache will have the right, but not the obligation, to fund any future capital expenditures related to projects forecast to increase production or cash flow on the Legacy Apache Properties ("Approved CapEx") upon terms and conditions mutually agreed between Apache and Fieldwood I.</p> <p>At confirmation, to the extent it is formed or the equivalent entity exists, Fieldwood II and Fieldwood I will enter into a Joint Development Agreement ("JDA") whereby Fieldwood II has the right for two years to present capital projects to Fieldwood I relating to Legacy Apache Properties, which will give Fieldwood I, in Fieldwood I's sole discretion, the option to participate or decline participation under terms mutually agreed and set forth in the JDA. Also, if Fieldwood I intends to decommission a property that was producing at the time Fieldwood I was created, upon notice, Fieldwood II will have the option for a period of time to be agreed on by the parties to request to take over (in the form of participation or conveyance to Fieldwood II) such property in accordance with terms set forth in the JDA. Such request may be accepted or rejected by Fieldwood I in its sole discretion.</p>

Initial Capitalization	Fieldwood shall deposit into Fieldwood I an amount equal to \$50 million minus the actual post-petition decommissioning spend by Fieldwood on the Legacy Apache Properties.
Additional Initial Funding Sources	<p>In addition to Fieldwood's contribution above, Fieldwood I will be capitalized and funded as follows:</p> <ol style="list-style-type: none"> 1) Any and all funds in Trust A shall be made available as described under "Assumption of Obligations" below and 2) Cash flow from the Legacy Apache Properties shall be reinvested and used for decommissioning activities, to fund Approved CapEx, and to repay amounts outstanding, if any, under the Standby Facility.
Assumption of Obligations	<p>Fieldwood I shall continue to be responsible for all of Fieldwood's obligations under the Decommissioning Agreement dated as of September 30, 2013 among the Apache PSA Parties and the Fieldwood PSA Parties (as amended, the "Decommissioning Agreement") and the PSA, including all related contracts, and all contracts relating to insurance, surety bonds, letters of credit, and other decommissioning security assets and all other obligations relating to the Legacy Apache Properties (except to the extent reimbursement or indemnification obligations with respect to the surety bonds and letters of credit are discharged through the bankruptcy), but shall not be responsible for any other obligations of Fieldwood related to its other assets. However, if Fieldwood I is created in a manner other than a divisional merger and is not a residual entity from Fieldwood, Fieldwood I shall assume the same obligations described in the immediately preceding sentence, and Fieldwood and Apache will agree on a structure to complete the formation transaction consistent with the intent of this Term Sheet; provided that all necessary consents can be obtained in order to preserve all material rights of Apache under the material contracts described above, including the letters of credit and bonds issued to Apache in support of the Decommissioning Agreement. If the plan of reorganization confirmed by the bankruptcy court and the definitive documents contemplated herein are consistent with the terms herein unless otherwise agreed and grant Apache all the rights and protections provided for in this Term Sheet unless otherwise agreed, then Apache will waive any claims against the debtor based on any alleged prepetition breach of the Decommissioning Agreement or any related agreement and shall release any and all claims against the debtors and all other released parties under Fieldwood's plan of reorganization (and such releases shall be mutual with Apache benefiting as a released party under the plan) but only to the extent such releases do not impair the Decommissioning Security, or Apache's ability to draw on the Decommissioning Security, in any respect.</p> <p>If (i) Fieldwood I defaults on its decommissioning obligations under the Decommissioning Agreement, (ii) any governmental authority or any other Person or entity seeks to cause Apache or its Affiliates to conduct decommissioning that is required in accordance with applicable Law or contract, and (iii) Apache conducts the decommissioning, it shall be done in a manner that entitles Apache to draw on cash in Trust A, the letters of credit, and the bonds currently outstanding, totaling approximately \$736 million (the "Decommissioning Security") in reimbursement of such advances. Apache shall</p>

	<p>be entitled to draw at any time prior to completion of decommissioning of the Legacy Apache Properties should certain letters of credit or bonds of the Decommissioning Security not be renewed in a manner consistent in all respects with the existing terms of such letters of credit or bonds, and, if drawn in such manner, such funds shall be contributed to Trust A. Fieldwood I shall take any action reasonably requested by Apache to entitle Apache to draw on the Decommissioning Security as contemplated in this Term Sheet and shall not take any position in any proceeding or otherwise inconsistent with Apache's ability to draw on the Decommissioning Security.</p>
Standby Facility	<p>After the Decommissioning Security has been exhausted or is not available to pay or reimburse Apache for decommissioning, Fieldwood I will have the right to borrow from Apache the funds required to perform decommissioning on the Legacy Apache Properties via a line of credit (the "Standby Facility").</p> <p>The Standby Facility shall have a first lien on all the assets of Fieldwood I. Cash advanced shall earn interest at 400 basis points (4% per annum) over the interest rate of Apache's then most recently issued bonds. All principal and interest will be paid in cash from the first available free cash flow of Fieldwood I following each loan. Additional customary terms and conditions TBD. The first lien shall also secure Fieldwood I's obligations to Apache under the Decommissioning Agreement.</p> <p>The Standby Facility shall mature at completion of all decommissioning activities.</p>
Beneficiaries of the Fieldwood I	<p>Fieldwood has the right to designate who shall receive ownership interests entitling the holder to any assets remaining in Fieldwood I after decommissioning is complete and the Standby Facility is repaid. Such interests may be distributed by Fieldwood (consistent with the rules of priority and as may be negotiated under the plan) upon confirmation of Fieldwood's plan of reorganization or as otherwise agreed thereafter but shall thereafter be non-transferable on the books and records of Fieldwood I, it being the goal of all parties that Fieldwood I will not be a reporting entity for SEC purposes and such ownership interests in Fieldwood I shall not be registered or traded on any exchange. Apache understands and agrees that the restructuring transactions currently contemplated by the RSA (defined below) do not provide for the DIP Lenders or the pre-petition FLTL Lenders becoming beneficial owners of Fieldwood I.</p>
Fieldwood's Plan of Reorganization	<p>Apache will support a Fieldwood Chapter 11 plan of reorganization which provides for the Fieldwood I structure outlined herein and will execute a restructuring support agreement ("RSA") consistent with the terms herein evidencing same. The RSA shall provide that Apache shall have consent rights over all definitive documents related to the Fieldwood I structure outlined herein, and over the portions of the plan of reorganization and the confirmation order that provide for and approve the Fieldwood I structure outlined herein. The RSA shall contain customary termination rights.</p>
Post-Petition Decommissioning Activity	<p>The DIP Budget shall provide Fieldwood with reasonable funds to accomplish the following during the pendency of the Chapter 11 cases, as it pertains to the Legacy Apache Properties:</p>

Apache / Fieldwood Restructuring Term Sheet

	<ol style="list-style-type: none"> 1) Maintain and operate the properties as a reasonably prudent operator in the ordinary course of business, 2) Maintain all of the assets in their current condition, subject to the Post-Petition Decommissioning Budget (defined below), and insurance upon such assets in amounts and kinds comparable to pre-petition coverage, and 3) Perform decommissioning activities consistent with the Decommissioning Agreement in accordance with a budget agreed to in advance between Fieldwood and Apache (the "Post-Petition Decommissioning Budget"), the total amount of which budget shall not be greater than \$50 million during the pendency of the case, assuming an emergence by March 31, 2021. In the event of emergence later than March 31, 2021, Fieldwood and Apache shall (i) work in good faith to agree upon an extended Post-Petition Decommissioning Budget and (ii) in such event, if (a) Fieldwood has insufficient operating income from the Legacy Apache Properties to perform any required decommissioning within respect to any Legacy Apache Property, after mutually agreed upon capital expenditures, and (b) any governmental authority or any other Person or entity causes Apache or its Affiliates to conduct decommissioning that is required in accordance with applicable Law or contract, then Apache will conduct or cause to be conducted such decommissioning in accordance with the terms of the Decommissioning Agreement.
Expense Reimbursement	Fieldwood will pay up to \$4,000,000 of reasonable and documented fees and expenses of Apache related to the formation of Fieldwood I and Fieldwood's restructuring; provided that such fees and expenses shall only be payable so long as Apache is a party to the RSA.
Other Matters	<p>Briarlake office sublease to be renegotiated (i) to reflect current market rates for remainder of sublease term; and (ii) to reflect reduced square-footage consistent with the scale and business functions of Fieldwood II or its successors as a result of the Chapter 11 plan of reorganization).</p> <p>Fieldwood and Apache shall negotiate mutually agreeable definitive documentation for the transactions reflected in this Term Sheet within 45 days of the Petition Date. Additionally, Apache acknowledges and agrees that the definitive documentation implementing the transactions contemplated under this Term Sheet shall be subject to approval of holders of consent rights as set forth in the RSA, including certain DIP and FLTL Lenders consent rights, which approval shall not be unreasonably withheld, it being understood that good faith negotiations with respect to matters not addressed in this Term Sheet shall not be considered unreasonably withholding approval.</p>
Effectiveness	The transactions contemplated by this Term Sheet, and as set forth in definitive documentation, shall (i) require that the Decommissioning Agreement and related agreements will not be rejected by the debtor during the Chapter 11 case, and such obligations shall be allocated to, and remain the obligations of, Fieldwood I upon

Apache / Fieldwood Restructuring Term Sheet

	the consummation of the plan and the divisional merger contemplated herein, (ii) preserve all Apache's rights with respect to Trust A, the net profits interests, and the letters of credit and bonds issued to Apache under the Decommissioning Agreement, and (iii) become effective on the consummation of Fieldwood's plan of reorganization.
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Schedule A: Retained Properties

Field	Classification
ST 308	Ownership and Operatorship
GI 110/116	Operatorship
GI 43	Operatorship
ST 53/67/68	Operatorship
MC 109	Operatorship
VR 78	Ownership and Operatorship
VR 362/371	Ownership and Operatorship

Exhibit 1

Certificate of Conversion (DE) (FWE)

**STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A DELAWARE LIMITED LIABILITY COMPANY
TO A NON-DELAWARE ENTITY
PURSUANT TO SECTION 18-216 OF
THE LIMITED LIABILITY COMPANY ACT**

1.) The name of the Limited Liability Company is _____
Fieldwood Energy LLC.

(If changed, the name under which it's certificate of formation was originally
filed: _____)

2.) The date of filing of its original certificate of formation with the Secretary of
State is 11/5/2012.

3.) The jurisdiction in which the business form, to which the limited liability company
shall be converted, is organized, formed or created is Texas.

4.) The conversion has been approved in accordance with this section;

5.) The limited liability company may be served with process in the State of Delaware in
any action, suit or proceeding for enforcement of any obligation of the limited liability
company arising while it was a limited liability company of the State of Delaware, and
that it irrevocably appoints the Secretary of State as its agent to accept service of process
in any such action, suit or proceeding.

6.) The address to which a copy of the process shall be mailed to by the Secretary of State
is

CAPITOL CORPORATE SERVICES, INC.
206 E. 9TH STREET, SUITE 1300 AUSTIN, TX 78701

In Witness Whereof, the undersigned have executed this Certificate of Conversion on this
_____ day of _____, A.D. _____.

By: _____
Authorized Person

Name: _____
Print or Type

Exhibit 2

Certificate of Conversion (TX) (FWE)

**STATE OF TEXAS
CERTIFICATE OF CONVERSION
OF A
DELAWARE LIMITED LIABILITY COMPANY
TO A
TEXAS LIMITED LIABILITY COMPANY**

This Certificate of Conversion (this “Certificate”), dated as of [●], 2021, has been duly executed and is being filed by Fieldwood Energy LLC, a Delaware limited liability company, to convert to Fieldwood Energy LLC, a Texas limited liability company under Section 10.102 of the Texas Business Organizations Code (the “TBOC”).

1. The name of the converting entity is Fieldwood Energy LLC, a Delaware limited liability company (the “Converting Entity”).
2. The jurisdiction of formation of the Converting Entity is the State of Delaware and the date of formation of the Converting Entity is November 5, 2012.
3. The Converting Entity is converting from a limited liability company formed under the laws of the State of Delaware to a Texas limited liability company formed under the laws of the State of Texas. The name of the Texas limited liability company is “Fieldwood Energy LLC” (the “Company”).
4. The file number issued to the Converting Entity by the Secretary of State is 0801715506.
5. The plan of conversion (the “Plan”) as required under Section 10.103 of the TBOC is attached hereto as Exhibit A.
6. The Certificate of Formation of the Company is attached to the Certificate of Conversion as Exhibit A to the Plan.
7. The Plan has been approved as required by the laws of the jurisdiction of formation and the governing documents of the Converting Entity.
8. The Company will be responsible for the payment of any required franchise taxes of the Converting Entity.
9. This document shall become effective upon its acceptance and filing by the Secretary of State of the State of Texas.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first above written.

FIELDWOOD ENERGY LLC

By: _____

Name: [●]

Title: [●]

Exhibit A

Plan of Conversion

See attached.

Exhibit 3

Plan of Conversion (TX) (FWE)

**PLAN OF CONVERSION
OF
Fieldwood Energy LLC
(a Delaware limited liability company)
INTO
Fieldwood Energy LLC
(a Texas limited liability company)**

Adopted on [●], 2021

Pursuant to the provisions of Section 18-216 of the Delaware Limited Liability Company Act and Section 10.103 of the Texas Business Organizations Code, Fieldwood Energy LLC, a Delaware limited liability company ("Fieldwood"), hereby adopts the following Plan of Conversion:

1. The name of the converting entity is "Fieldwood Energy LLC", a Delaware limited liability company, and the name of the converted entity is "Fieldwood Energy LLC", a Texas limited liability company (the "Company").
2. Fieldwood is continuing its existence in the organizational form of a Texas limited liability company.
3. The Company is to be a limited liability company under the laws of the State of Texas.
4. 100% of the membership interests of Fieldwood outstanding immediately prior to the conversion shall by virtue of the conversion and without any action on the part of the holders thereof, automatically be converted into 100% of the issued and outstanding membership interests of the Company.
5. The conversion shall become effective upon (a) the filing and acceptance of a Certificate of Conversion with the Secretary of State of the State of Texas and (b) the filing and acceptance of a Certificate of Conversion with the Secretary of State of the State of Delaware.
6. The Company will be responsible for the payment of all fees and franchise taxes and will be obligated to pay such fees and taxes if they are not timely paid.
7. Attached as Exhibit A to this Plan of Conversion is the Texas Certificate of Formation of the Company.
8. The Plan of Conversion has been approved as required by the laws of the Corporation's jurisdiction of formation and governing document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Plan of Conversion as of the date first written above.

FIELDWOOD ENERGY LLC

By: _____
Name: [●]
Title: [●]

EXHIBIT A
CERTIFICATE OF FORMATION

See attached.

Exhibit 4

Certificate of Formation (TX) (FWE)

Form 205
(Revised 05/11)

Submit in duplicate to:
 Secretary of State
 P.O. Box 13697
 Austin, TX 78711-3697
 512 463-5555
 FAX: 512 463-5709
Filing Fee: \$300



This space reserved for office use.

Certificate of Formation Limited Liability Company

Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

FIELDWOOD ENERGY LLC

The name must contain the words “limited liability company,” “limited company,” or an abbreviation of one of these phrases.

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☒ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

CAPITOL CORPORATE SERVICES, INC.

OR

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
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C. The business address of the registered agent and the registered office address is:

206 E. 9TH STREET, SUITE 1300	AUSTIN	TX	78701
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

☐ A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

☒ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

GOVERNING PERSON 1

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
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OR

IF ORGANIZATION

FIELDWOOD ENERGY INC.

Organization Name

ADDRESS

2000 W. SAM HOUSTON PKWY S., SUITE 1200	HOUSTON	TX	USA	77042-3623
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

GOVERNING PERSON 2				
NAME (Enter the name of either an individual or an organization, but not both.)				
IF INDIVIDUAL				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
OR				
IF ORGANIZATION				
<i>Organization Name</i>				
ADDRESS				
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

GOVERNING PERSON 3				
NAME (Enter the name of either an individual or an organization, but not both.)				
IF INDIVIDUAL				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
OR				
IF ORGANIZATION				
<i>Organization Name</i>				
ADDRESS				
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

The entity is formed under a plan of conversion. The name of the converting entity is Fieldwood Energy LLC. The address of the converting entity is 2000 W. Sam Houston Pkwy. S., Suite 1200, Houston, Texas 77042. The converting entity was formed on 11/5/2012 under the laws of the State of Delaware, USA. The converting entity was previously a Delaware limited liability company. The converting entity is registered as a foreign entity under the Texas Secretary of State file number 0801715506.

Organizer

The name and address of the organizer:

Name

Street or Mailing Address

City

State

Zip Code

Effectiveness of Filing (Select either A, B, or C.)

- A. ☐ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☒ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

the filing of the certificate of conversion of Fieldwood Energy LLC with the Secretary of State of Texas .

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: _____

Signature of organizer

Printed or typed name of organizer

Exhibit 5

Agreement and Plan of Merger (TX) (FWE)

**AGREEMENT AND PLAN OF MERGER
OF
FIELDWOOD ENERGY LLC
INTO
FIELDWOOD ENERGY I LLC
AND
FIELDWOOD ENERGY III LLC**

This AGREEMENT AND PLAN OF MERGER, dated as of [●], 2021 (this “Plan of Merger”), is adopted by Fieldwood Energy LLC, a Texas limited liability company (“FWE”).

WHEREAS, commencing August 3, 2020, FWE and certain other affiliates of FWE (each, a “Debtor” and collectively, the “Debtors”) filed voluntary petitions with the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) initiating their respective cases pending under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) styled *In re Fieldwood Energy LLC, et al.*, jointly administered under Case No. 20-33948 (MI) (each case of a Debtor, a “Case” and collectively, the “Chapter 11 Cases”);

WHEREAS, in connection with the Chapter 11 Cases, the Debtors filed the [*Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors* at Docket No. [●]] (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Plan of Reorganization”), which was confirmed by order of the Bankruptcy Court entered on [●], 2021 at Docket No. [●] (as may be amended, modified, and supplemented, the “Confirmation Order”);

[WHEREAS, in accordance with the Plan of Reorganization and Confirmation Order, pursuant to the Credit Bid Purchase Agreement certain assets and properties of the Debtors (defined in the Plan of Reorganization as the “Credit Bid Acquired Interests”) were sold and conveyed to, and certain liabilities and obligations of Debtors (defined in the Plan of Reorganization as the “Credit Bid Assumed Liabilities”) were assumed by, FWE II prior to the Effective Time (the “Credit Bid Transaction”);]

WHEREAS, pursuant to the Plan of Reorganization, and as authorized by the Confirmation Order, FWE converted from a Delaware limited liability company to a Texas limited liability company on [●], 2021;

WHEREAS, pursuant to the Plan of Reorganization, and as authorized by the Confirmation Order, FWE is to effect a divisional merger as set forth in this Plan of Merger (the “Merger”), pursuant to which, among other things:

- a) FWE shall maintain its separate existence and continue as a surviving entity under the name “Fieldwood Energy III LLC” (as such entity exists from and after the Effective Time, “FWE III”);
- b) a new Texas limited liability company shall be formed under the name “Fieldwood Energy I LLC” (“FWE I”);

- c) all of the FWE I Assets (as defined below) shall be allocated to, possessed by, and vested in FWE I, and all of the FWE I Obligations (as defined below) shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE I;
- d) all of the assets of FWE (other than the FWE I Assets and the Credit Bid Acquired Assets) shall be allocated to, possessed by, and vested in FWE III; and
- e) all of the liabilities and obligations of FWE (other than the FWE I Obligations and the Credit Bid Assumed Liabilities) shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE III; and

WHEREAS, this Plan of Merger has been authorized by the Confirmation Order, which provides such approval of the transactions contemplated hereby as required for purposes of Sections 10.001, 10.002, and 10.302 of the Texas Business Organizations Code (the “TBOC”), and, in accordance with Section 10.008 of TBOC, the Merger shall be consummated without any transfer or assignment having occurred.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying it into effect, the manner and basis of allocating ownership interests of each of the resulting entities and such other details and provisions of the Merger as are deemed necessary or desirable, FWE has agreed and covenanted, and does hereby agree and covenant, as follows:

1. Subject to the provisions of this Plan of Merger, FWE shall cause the Merger to be consummated by filing a certificate of merger with the Secretary of State of the State of Texas in such form as is required by, and executed in accordance with, the relevant provisions of the TBOC, in substantially the form attached as Exhibit A (the “Certificate of Merger”), together with a certificate of formation of FWE I in substantially the form attached as Exhibit B. The Certificate of Merger shall provide that the Merger shall be effective on the date the Certificate of Merger is accepted and filed with the Secretary of State of the State of Texas (the “Effective Time”).

2. At the Effective Time:

(a) FWE shall be divisionally merged in accordance with the TBOC with (i) FWE I being formed as a Texas limited liability company separate from FWE III and continuing as a surviving business entity of the Merger as to the FWE I Assets and the FWE I Obligations in accordance with the TBOC under the name “Fieldwood Energy I LLC” and (ii) FWE continuing as a surviving business entity of the Merger as to all assets and liabilities of FWE (other than the FWE I Assets, the FWE I Obligations, the Credit Bid Acquired Assets, and the Credit Bid Assumed Liabilities) in accordance with the TBOC under the name “Fieldwood Energy III LLC.” The Merger will have the effect set forth below and in Section 10.008 of the TBOC.

(b) There shall be no change (through conversion, exchange, or otherwise) to the membership interests of FWE, which membership interest in FWE III will continue to be owned by Fieldwood Energy Inc. as of immediately following the Effective Time.

(c) All of the membership interests of FWE I shall be owned by Fieldwood Energy Inc. as of immediately following the Effective Time

(d) All of the rights, assets, and properties of FWE described in Part A of Schedule I attached hereto (the “FWE I Assets”) shall be allocated to, possessed by, and vested in FWE I without reversion or impairment, without further act or deed, and without transfer or assignment having occurred.

(e) All of the liabilities and obligations of FWE described in Part B of Schedule I attached hereto (the “FWE I Obligations”) shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE I. For the avoidance of doubt, the FWE I Obligations exclude all Credit Bid Assumed Liabilities (including all Closing Date Payables and all FWE II Retained Properties Payables).

(f) All of the rights, assets, and properties of FWE other than the FWE I Assets and the Credit Bid Acquired Assets (collectively, the “FWE III Assets”), including (i) those rights, assets, and properties of FWE described in Part A of Schedule II attached hereto (collectively, the “Wind Down Assets”) and (ii) those rights, assets, and properties described in Part A of Schedule III (collectively, the “Predecessor Assets”), shall be allocated to, possessed by, and vested in FWE III without reversion or impairment, without further act or deed, and without transfer or assignment having occurred.

(g) All of the liabilities and obligations of FWE other than the FWE I Obligations and the Credit Bid Assumed Liabilities (collectively, the “FWE III Obligations”), including (i) all liabilities and obligations to the extent relating to the Wind Down Assets and all liabilities and obligations described in Part B of Schedule II attached hereto (collectively, the “Wind Down Obligations”), (ii) all of the liabilities and obligations of FWE retained by FWE upon consummation of the Credit Bid Transaction, as well as (except as provided in Section 3(b)(i)) obligations of FWE under the Credit Bid Purchase Agreement, and (iii) all liabilities and obligations relating to the Predecessor Assets and all liabilities and obligations described in Part B of Schedule III attached hereto (collectively, the “Predecessor Obligations”), shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE III.

3. Post-Merger Covenants.

(a) Each of FWE I and FWE III shall, at any time and from time to time from and after the Effective Time as and when requested by FWE I or FWE III, or by their respective successors or assigns, execute and deliver, or cause to be executed and delivered in its name by its authorized officers, all such conveyances, transfers, deeds, or other instruments as FWE I or FWE III, as applicable, or such successors or assigns, may reasonably deem necessary in order to evidence (i) the allocation to and vesting in FWE I of the FWE I Assets, and the allocation to and vesting in FWE I of, and the liability and obligation of FWE I for, the FWE I Obligations as a result of the Merger and (ii) the allocation to and vesting in FWE III of the FWE III Assets, and the allocation to and vesting in FWE III of, and the liability and obligation of FWE III for, the FWE III Obligations as a result of the Merger. Without limiting the foregoing, FWE III shall take such actions as necessary to effect a transfer from **[insert applicable bank account]** to an account

designated in writing by FWE I of (i) the FWE I Cash Amount, (ii) the FWE I Suspense Funds, and (iii) the Prepaid JIB Cash Amount.

(b) From and after the Effective Time (i) FWE I shall, and shall cause the FWE I Subsidiaries controlled by FWE I to, perform the obligations of FWE under Section [●]¹ of the Credit Bid Purchase Agreement with respect to Closing Accounts Receivable to the extent attributable to FWE I Assets or any assets held by such FWE I Subsidiaries as of the Effective Time (provided FWE I shall have no obligation to incur any cost or expense in performing such obligations) and (ii) FWE III shall, and shall cause its subsidiaries to, perform the obligations of FWE under Section [●] of the Credit Bid Purchase Agreement with respect to Closing Accounts Receivable to the extent attributable to FWE III Assets or any assets held by subsidiaries of FWE III as of the Effective Time.

4. As a result of the consummation of the Merger in accordance with this Plan of Merger, FWE I shall only be allocated, shall only possess, and shall only be vested in and receive the FWE I Assets, and shall only be allocated and vested in, shall only possess, and shall only be subject to the FWE I Obligations, and FWE I shall have no rights or obligations relating to any of the FWE III Assets or the FWE III Obligations, except as may be expressly set forth in Section 6 or a separate agreement, which is entered into at or after the Effective Time, between FWE I and FWE III with respect to such other Assets or Obligations; and FWE I shall not be deemed to be a predecessor in interest to any of the FWE III Assets or the FWE III Obligations.

5. As a result of the consummation of the Merger in accordance with this Plan of Merger, FWE III shall only be allocated, shall only possess, and shall only be vested in and receive the FWE III Assets and shall only be allocated and vested in, shall only possess, and shall only be subject to the FWE III Obligations, and FWE III shall have no rights or obligations relating to any of the FWE I Assets or the FWE I Obligations, except as may be expressly set forth in Section 6 or in a separate agreement, which is entered into at or after the Effective Time, between FWE III and FWE I with respect to such other Assets or Obligations; and FWE III shall not be deemed to be a predecessor in interest to any of the FWE I Assets or the FWE I Obligations.

6. If immediately prior to the Effective Time, FWE owned an interest or right in assets (other than Predecessor Oil and Gas Properties or Wind Down Oil and Gas Properties) which FWE did not acquire under or pursuant to the Apache PSA and which², immediately prior to the Effective Time, was used in connection with or held for use in connection both with (a) FWE I Oil and Gas Properties or FWE I Rights of Way, on the one hand, and any of (b)(i) Wind Down Oil and Gas Properties or Wind Down Rights of Way or (ii) Predecessor Oil and Gas Properties or Predecessor Rights of Way, on the other hand (individually, a “Fieldwood Joint Use Property” and, collectively, the “Fieldwood Joint Use Properties”), then FWE I shall own such Fieldwood Joint Use Property as an FWE I Asset and such Fieldwood Joint Use Property shall not be a Wind

¹ **Note to Draft:** This is to reference the provision of the Credit Bid Purchase Agreement providing for collection of Closing Accounts Receivable post sale to FWE II.

² **Note to Draft:** FWE confirming there are no Legacy Apache Assets that are also used for any other interests/assets. To the extent any Legacy Apache Assets are also used for any other interests/assets, such assets will be identified and will either be added to the assets governed by Section 6 or FWE I and FWE III will enter into a letter agreement regarding the joint use of such assets consistent with Section 6 or as otherwise agreed to by FWE I and FWE III.

Down Asset or a FWE III Asset or owned by FWE III; provided, however, that FWE III shall have, and FWE I shall provide FWE III with, access, use, and economic benefit with respect to such Fieldwood Joint Use Property to the extent, and only to the extent, such Fieldwood Joint Use Property was used or held for use in connection with the applicable Wind Down Oil and Gas Properties, Wind Down Rights of Way, Predecessor Oil and Gas Properties, or Predecessor Rights of Way immediately prior to the Effective Time; provided, further, that any obligation or liability incurred by FWE I to the extent arising from, related to, or connected with such access, use, or economic benefit by or on behalf of FWE III, (1) shall not constitute an FWE I Obligation, (2) shall be FWE III Obligations and the obligations and liabilities of FWE III, and (3) FWE III shall indemnify and hold harmless FWE I and the FWE Subsidiaries from and against all such obligations and liabilities allocated to FWE III pursuant to this Section 6.

7. Certain Definitions. As used herein and in the Schedules and Exhibits attached hereto, (i) the terms set forth below have the meanings ascribed to such terms below and (ii) the terms defined in the Schedules and Exhibits attached hereto have the meanings ascribed to such terms in such Schedules and Exhibits.

(a) “Apache” means Apache Corporation, a Delaware corporation.

(b) “Apache PSA” means that certain Purchase and Sale Agreement, dated as of July 18, 2013, by and among Apache, Apache Deepwater LLC, Apache Shelf, Inc., Apache Shelf Exploration LLC, GOM Shelf, and FWE, as amended from time to time, and the transaction documents executed in connection therewith.

(c) “Asset” means any individual asset, property, right, or interest in any of the FWE I Assets or the FWE III Assets; “Assets” means, collectively, the FWE I Assets and the FWE III Assets.

(d) “Bankruptcy Code” has the meaning ascribed to such term in the recitals hereto.

(e) “Bankruptcy Court” has the meaning ascribed to such term in the recitals hereto.

(f) “Case” has the meaning ascribed to such term in the recitals hereto.

(g) “Casualty” means an event in which any portion of the Assets is damaged or destroyed or otherwise impaired by fire, explosion, tornado, hurricane, earthquake, earth movement, flood, water damage, or other similar casualty or is taken in condemnation or under right of eminent domain.

(h) “Certificate of Merger” has the meaning ascribed to such term in Section 1 hereto.

(i) “Chapter 11 Cases” has the meaning ascribed to such term in the recitals hereto.

(j) “Closing Accounts Receivable” has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

(k) “Closing Date Payable” has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

(l) “Confirmation Order” has the meaning ascribed to such term in the recitals hereto.

(m) “Contract” means any contract, lease, license, purchase order, sales order, indenture, note, bond, loan, instrument, obligation, promise, grant, or other agreement, arrangement, understanding or commitment, whether or not in written form, that is binding upon a Person or its property.

(n) “Conveyed” means conveyed, assigned, or sold pursuant to the Apache PSA, regardless of whether such conveyance, assignment, or bill of sale was recorded in the appropriate records of, or approved or recognized by, the applicable Governmental Authority.

(o) “Credit Bid Acquired Interests” has the meaning ascribed to such term in the recitals hereto.

(p) “Credit Bid Assumed Liabilities” has the meaning ascribed to such term in the recitals hereto.

(q) “Credit Bid Purchase Agreement” means the Purchase and Sale Agreement, [dated [●], [●], by and among FWE, [FWE Affiliates] and FWE II].

(r) “Credit Bid Transaction” has the meaning ascribed to such term in the recitals hereto.

(s) “Debtor” and “Debtors” has the meaning ascribed to such term in the recitals hereto.

(t) “Decommissioning” has the meaning ascribed to such term in the Decommissioning Agreement.

(u) “Decommissioning Agreement” has the meaning ascribed to such term clause (xix) in Part A of Schedule I attached hereto.

(v) “Effective Time” has the meaning ascribed to such term in Section 1 hereto.

(w) “Environmental Laws” means, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; the Oil Pollution Act, 33 U.S.C. § 2701 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001 et seq.; the Endangered Species Act, 16 U.S.C.

§ 1531 et seq.; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j, in each case as amended in effect as of the Effective Time, and all similar laws in effect as of the Effective Time of any Governmental Authority having jurisdiction over the property in question addressing pollution, protection of the environment, biological resources, Hazardous Substances, or P&A Obligations.

(x) “Environmental Liabilities” means any and all damages, remediation, obligations, liabilities, environmental response costs, costs to cure, cost to investigate or monitor, restoration costs, costs of remediation or removal, settlements, penalties, fines, and attorneys’ and consultants fees and expenses arising out of or related to any violations or non-compliance with any Environmental Laws, including any contribution obligation under CERCLA or any other Environmental Law or matters incurred or imposed pursuant to any claim or cause of action by a Governmental Authority or other Person, attributable to any environmental liabilities, any Release of Hazardous Substances, or any other environmental condition with respect to the ownership or operation of the Assets, including conditions of Facilities not in compliance with Laws promulgated by the Bureau of Ocean Energy Management (“BOEM”), the Bureau of Safety and Environmental Enforcement (“BSEE”), or the United States Coast Guard.

(y) “Facilities” means the FWE I Facilities, the Wind Down Facilities, or the Predecessor Facilities, as applicable.

(z) “Fieldwood Joint Use Property” has the meaning ascribed to such term in Section 6 hereto.

(aa) “FWE” has the meaning ascribed to such term in the recitals hereto.

(bb) “FWE I” has the meaning ascribed to such term in the recitals hereto.

(cc) “FWE I Assets” has the meaning ascribed to such term in Section 2(d) hereto.

(dd) “FWE I Cash Amount” has the meaning ascribed to such term in clause (xxiii) of Part A of Schedule I hereto.

(ee) “FWE I Contracts” has the meaning ascribed to such term in clause (x) in Part A of Schedule I attached hereto.

(ff) “FWE I Facilities” has the meaning ascribed to such term in clause (iii) in Part A of Schedule I attached hereto.

(gg) “FWE I Lands” has the meaning ascribed to such term in clause (i) in Part A of Schedule I attached hereto.

(hh) “FWE I Leases” has the meaning ascribed to such term in clause (i) in Part A of Schedule I attached hereto.

(ii) “FWE I Permits” has the meaning ascribed to such term in clause (vi) in Part A of Schedule I attached hereto.

(jj) “FWE I Obligations” has the meaning ascribed to such term in Section 2(e) hereto.

(kk) “FWE I Rights of Way” has the meaning ascribed to such term in clause (v) in Part A of Schedule I attached hereto.

(ll) “FWE I Subsidiaries” means GOM Shelf and the other entities listed on Exhibit I-I.

(mm) “FWE I Units” has the meaning ascribed to such term in clause (i) in Part A of Schedule I attached hereto.

(nn) “FWE I Wells” has the meaning ascribed to such term in clause (ii) in Part A of Schedule I attached hereto.

(oo) “FWE II” means **[insert Buyer under the Credit Bid Purchase Agreement]**.

(pp) “FWE II Retained Properties” has the meaning ascribed to such term in Part A of Schedule I attached hereto.

(qq) “FWE II Retained Properties Payables” has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

(rr) “FWE III” has the meaning ascribed to such term in the recitals hereto.

(ss) “FWE III Assets” has the meaning ascribed to such term in Section 2(f) hereto.

(tt) “FWE III Obligations” has the meaning ascribed to such term in Section 2(g) hereto.

(uu) “GOM Shelf” means GOM Shelf LLC, a Delaware limited liability company.

(vv) “GOM Shelf Oil and Gas Properties” means the ownership interests held by GOM Shelf immediately prior to the closing of the transactions under the Apache PSA in (i) the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in Hydrocarbons in place and mineral interests or servitudes of every nature in, on, under, and that may be produced from or attributable to any of the lands covered by such leases, subleases, interests, and rights, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated, including those described on Exhibit I-A attached hereto that are identified as GOM Shelf Leases thereon (collectively, the “GOM Shelf Leases”), (ii) all pooled, communitized, or unitized acreage that includes all or part of any GOM Shelf Leases (the “GOM Shelf Units”), (iii) all tenements, hereditaments, and appurtenances belonging to the GOM Shelf Leases and the GOM Shelf Units (collectively with the GOM Shelf Leases and GOM Shelf Units, the “GOM Shelf

Lands”), and (iv) any and all Hydrocarbon, water, CO₂, injection wells or other wells completed on, drilled from, or otherwise located, in whole or in part, on, under, or within the GOM Shelf Lands, in each case whether producing, non-producing, shut in, or permanently or temporarily Plugged and Abandoned, including the wells set forth on Exhibit I-B attached hereto that are identified as GOM Shelf Wells thereon and all wellbores spudded prior to the Effective Time located on the GOM Shelf Lands (the “GOM Shelf Wells”); for the avoidance of doubt, (x) the GOM Shelf Oil and Gas Properties shall not include any of the FWE II Retained Properties, (y) the GOM Shelf Lands shall include only the ownership interests therein held by GOM Shelf immediately prior to the closing of the transactions under the Apache PSA and the descriptions in Exhibit I-A shall reference only such ownership interests, and (z) the GOM Shelf Wells shall include only the ownership interests therein held by GOM Shelf immediately prior to the closing of the transactions under the Apache PSA and the descriptions in Exhibit I-B shall reference only such ownership interests.

(ww) “GOM Shelf Properties” means those assets or properties owned by GOM Shelf.

(xx) “Governmental Authority” means any federal, state, municipal, tribal, local, or similar governmental authority, regulatory, or administrative agency, court, or arbitral body, or any subdivision of any of the foregoing.

(yy) “Hazardous Substances” means any pollutant, contaminant, dangerous or toxic substance, hazardous or extremely hazardous substance or chemical, or otherwise hazardous material or waste defined as “hazardous waste”, “hazardous substance” or “hazardous material” under applicable Environmental Laws, including chemicals, pollutants, contaminants, wastes, or toxic substances that are classified as hazardous, toxic, radioactive, or otherwise are regulated by, or form the basis for Liability under, any applicable Environmental Law, including hazardous substances under CERCLA.

(zz) “Hydrocarbons” means oil and gas and other hydrocarbons produced or processed in association therewith (regardless of whether such item is in liquid or gaseous form), or any combination thereof, and any minerals (whether in liquid or gaseous form) produced in association therewith, including all crude oil, gas, casinghead gas, condensate, natural gas liquids, and other gaseous or liquid hydrocarbons (including ethane, propane, iso-butane, nor-butane, gasoline, and scrubber liquids) of any type and chemical composition.

(aaa) “Imbalance” means any over-production, under-production, over-delivery, under-delivery, or similar imbalance of Hydrocarbons produced from or allocated to the FWE I Assets or the FWE III Assets, as applicable, regardless of whether such over-production, under-production, over-delivery, under-delivery, or similar imbalance arises at the wellhead, pipeline, gathering system, transportation system, processing plant, or other location, including any imbalances under gas balancing or similar agreements, imbalances under processing agreements, and imbalances under gathering or transportation agreements.

(bbb) “Implementation Cost Cap” shall be an amount equal to \$[●].³

(ccc) “Interim Unpaid P&A Expenses” has the meaning ascribed to such term in clause (ix) in Part B of Schedule I attached hereto.

(ddd) “JIB Advance AR” has the meaning ascribed to such term in clause (xvi) in Part A of Schedule I attached hereto.

(eee) “Laws” means all laws (including common law), statutes, rules, regulations, ordinances, orders, decrees, requirements, judgments, and codes of Governmental Authorities.

(fff) “Merger” has the meaning ascribed to such term in the recitals hereto.

(ggg) “Obligation” means any individual liability or obligation in any of the FWE I Obligations or the FWE III Obligations; “Obligations” means, collectively, the FWE I Obligations and the FWE III Obligations.

(hhh) “P&A Obligations” means any and all obligations, liabilities, damages, losses, and claims arising out of or attributable to the payment or performance of all Plugging and Abandonment.

(iii) “Person” means any individual, corporation, partnership, limited liability company, trust, estate, Governmental Authority, or any other entity.

(jjj) “Plan Effective Date” means the date on which the [Plan of Reorganization/Confirmation Order becomes effective].

(kkk) “Plan of Merger” has the meaning ascribed to such term in the recitals hereto.

(lll) “Plan of Reorganization” has the meaning ascribed to such term in the recitals hereto.

(mmm) “Plugging and Abandonment” and “Plug and Abandon” and its derivatives mean all plugging, replugging, abandonment, re-plugging and re-abandonment, equipment removal, disposal, or restoration associated with the properties and assets included in or burdened by the FWE I Assets or the FWE III Assets, as applicable, including all plugging and abandonment, removal, dismantling, decommissioning, surface and subsurface restoration, site clearance, and disposal of the FWE I Wells, the Wind Down Wells, or the Predecessor Wells, as applicable, or the FWE I Facilities, the Wind Down Facilities, and the Predecessor Facilities, as applicable, well cellars, fixtures, platforms, caissons, flowlines, pipelines, structures, and personal property of whatever kind located on or under, related to, or associated with operations and activities conducted by whomever with respect to each of the FWE I Assets and the FWE III Assets, as applicable, the flushing, pickling, burial, removal, and capping of all associated flowlines, field

³ Note to Draft: Implementation Costs Cap amount to be inserted once determined in accordance with Section 4 of the Apache Term Sheet Implementation Agreement.

transmission and gathering lines, pit closures, the restoration of the surface, site clearance, any disposal of related waste materials and Hazardous Substances and obligations to obtain plugging exceptions for any of the FWE I Wells, the Wind Down Wells, and the Predecessor Wells, as applicable, with a current plugging exception, all in accordance with all applicable Laws, the terms and conditions of each of the FWE I Leases, the Wind Down Leases, and the Predecessor Leases, as applicable, or similar leasehold interests, beneficial interests, easements and the FWE I Leases, the Wind Down Leases, and the Predecessor Leases, as applicable.

(nnn) “Predecessor Assets” has the meaning ascribed to such term in Section 2(f) hereto.

(ooo) “Predecessor Contracts” has the meaning ascribed to such term in clause (x) in Part A of Schedule III attached hereto.

(ppp) “Predecessor Facilities” has the meaning ascribed to such term in clause (iii) in Part A of Schedule III attached hereto.

(qqq) “Predecessor Lands” has the meaning ascribed to such term in clause (i) in Part A of Schedule III attached hereto.

(rrr) “Predecessor Leases” has the meaning ascribed to such term in clause (i) in Part A of Schedule III attached hereto.

(sss) “Predecessor Obligations” has the meaning ascribed to such term in Section 2(g) hereto.

(ttt) “Predecessor Oil and Gas Properties” has the meaning ascribed to such term in clause (ii) in Part A of Schedule III attached hereto.

(uuu) “Predecessor Permits” has the meaning ascribed to such term in clause (vi) in Part A of Schedule III attached hereto.

(vvv) “Predecessor Rights of Way” has the meaning ascribed to such term in clause (v) in Part A of Schedule III attached hereto.

(www) “Predecessor Suspense Funds” has the meaning ascribed to such term in clause (xvii) in Part A of Schedule III attached hereto.

(xxx) “Predecessor Units” has the meaning ascribed to such term in clause (i) in Part A of Schedule III attached hereto.

(yyy) “Predecessor Wells” has the meaning ascribed to such term in clause (ii) in Part A of Schedule III attached hereto.

(zzz) “Prepaid JIB Cash Amount” has the meaning ascribed to such term in clause (xvi) in Part A of Schedule I attached hereto.

(aaaa) “Proprietary Seismic Data” means any and all proprietary Seismic Data owned (but not licensed) by FWE related to the FWE I Assets and/or the FWE III Assets.

(bbbb) “Records” means all books, records, files, data, information, drawings, maps, corporate, financial, tax, and legal data and records to the extent (and only to the extent) related to the FWE I Assets, the FWE I Obligations, the FWE III Assets, and/or the FWE III Obligations, as applicable, including electronic copies of all computer records where available, contract files, lease files, well logs, division order files, title opinions and other title information (including abstracts, evidences of rental payments, maps, surveys, and data sheets), hazard data and surveys, production records, SEMS Documentation and Procedures, Proprietary Seismic Data, engineering files, and environmental records.

(cccc) “Release” means any discharge, emission, spilling, leaking, pumping, pouring, injecting, dumping, burying, leaching, migrating, abandoning, or disposing into or through the environment of any Hazardous Substance, including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance.

(dddd) “Royalties” means all rentals, minimum royalties, shut in payments, royalties, overriding royalties, reversionary interests, net profits interests, production payments, carried interests, non-participating royalty interests, reversionary interests, and other royalty burdens and other interests payable out of production of Hydrocarbons from or allocated to the FWE I Oil and Gas Properties, the GOM Shelf Oil and Gas Properties, the Wind Down Oil and Gas Properties, or the Predecessor Oil and Gas Properties, as applicable, or the proceeds thereof to third parties.

(eeee) “Seismic Data” means any and all seismic, geological, geochemical, and geophysical data (including core and fluid samples and other engineering, geological, and/or geophysical studies (including seismic data, studies, and information)), all licensed or proprietary or confidential geologic, seismic, geophysical, and interpretative data, records, and analyses, including any and all interpretations, derivative data, and other work products of any of the foregoing, and other similar information and records, in each case relating to the Assets or the regional area surrounding the Assets.

(ffff) “SEMS Documentation and Procedures” means all documents and procedures in place by FWE to comply with BSEE’s Safety and Environmental Management System (SEMS) 30 CFR 250 Subpart S with respect to the FWE I Assets and/or the FWE III Assets.

(gggg) “Standby Facility” means a secured line of credit to be provided by Apache to FWE I and GOM Shelf to fund the ongoing Plugging and Abandonment of the Legacy Apache Properties (as such term is defined in the FWE I LLC Agreement) and the GOM Shelf Properties, which shall become available to advance funds to FWE I and for use in accordance with the Standby Credit Facility Documents. The Standby Facility shall be secured by a first-priority lien on all the assets of FWE I (including all of the equity interests of GOM Shelf) and on all the GOM Shelf Properties, provided that such lien shall also secure the obligations of FWE I to Apache under the Decommissioning Agreement.

(hhhh) “Standby Credit Facility Documents” means the Standby Loan Agreement, to be entered into promptly after the Effective Time, by and between FWE I and GOM Shelf, as borrowers, and Apache, as lender, and all of the other agreements, documents, and instruments related thereto governing or setting forth terms and conditions of the Standby Facility or of the loans/borrowings made thereunder.

(iiii) “Suspense Funds” means any and all funds held in suspense by FWE at the Effective Time, and any interest accrued in escrow accounts for such suspended funds.

(jjjj) “TBOC” has the meaning ascribed to such term in the recitals hereto.

(kkkk) “Wind Down Assets” has the meaning ascribed to such term in Section 2(f) hereto.

(llll) “Wind Down Contracts” has the meaning ascribed to such term in clause (x) in Part A of Schedule II attached hereto.

(mmmm) “Wind Down Facilities” has the meaning ascribed to such term in clause (iii) in Part A of Schedule II attached hereto.

(nnnn) “Wind Down Lands” has the meaning ascribed to such term in clause (i) in Part A of Schedule II attached hereto.

(oooo) “Wind Down Leases” has the meaning ascribed to such term in clause (i) in Part A of Schedule II attached hereto.

(pppp) “Wind Down Obligations” has the meaning ascribed to such term in Section 2(g) hereto.

(qqqq) “Wind Down Oil and Gas Properties” has the meaning ascribed to such term in clause (ii) in Part A of Schedule II attached hereto.

(rrrr) “Wind Down Permits” has the meaning ascribed to such term in clause (vi) in Part A of Schedule II attached hereto.

(ssss) “Wind Down Rights of Way” has the meaning ascribed to such term in clause (v) in Part A of Schedule II attached hereto.

(tttt) “Wind Down Suspense Funds” has the meaning ascribed to such term in clause (xvii) in Part A of Schedule II attached hereto.

(uuuu) “Wind Down Units” has the meaning ascribed to such term in clause (i) in Part A of Schedule II attached hereto.

(vvvv) “Wind Down Wells” has the meaning ascribed to such term in clause (ii) in Part A of Schedule II attached hereto.

8. Choice of Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Texas and without regard to any borrowing statute that would result in the application of the statutes of limitations or repose of any other jurisdiction. In furtherance of the foregoing, the laws of the State of Texas will control even if under such jurisdiction's choice of law or conflict of law analysis, the substantive or procedural law of some other jurisdiction would ordinarily or necessarily apply.

9. FWE III Obligation to Pay Recording Expenses. Subject to the Implementation Costs Cap, FWE III shall, and shall cause its debtor affiliates in the Chapter 11 Cases to, on the Plan Effective Date, provide for the payment of any and all documentary, filing, recording, stamp, and registration fees, costs, taxes, and expenses (including all reasonable and documented attorneys' fees and regulatory consultant fees) incurred or imposed after the Effective Time in connection with the filing of record by or on behalf of FWE I or GOM Shelf of any instrument or instruments with the appropriate records office of any county, parish, state, federal, or other governmental unit (including BOEM) that may be required in connection with the implementation of the Merger or that either FWE I or GOM Shelf determines in its respective sole discretion to be necessary or appropriate to reflect in the appropriate records of any governmental unit that as a result of the Merger (a) ownership of the FWE I Assets have been allocated to and are vested in FWE I (and to the extent appropriate to reflect ownership of the GOM Shelf Properties in GOM Shelf), and (b) the liabilities and obligations to be allocated to and vested in, respectively, FWE I or FWE III pursuant to the Merger have been allocated to and vested in, and constitute liabilities and obligations of, FWE I and FWE III, respectively (collectively, the "Implementation Costs"). For the avoidance of doubt, the documentary, filing, recording, stamp, and registration fees of FWE I or GOM Shelf shall include such costs and expenses required to file or to cause to be filed of record in the records office, as determined by Apache to be appropriate, of any county, parish, state, federal, or other governmental unit (including BOEM) of the mortgages, security interests, and similar security documentation as is contemplated by the Standby Facility and the Standby Facility Documents to secure the obligations of FWE I and GOM Shelf thereunder. Any Implementation Costs that exceed the Implementation Costs Cap shall be the sole responsibility of and paid for by FWE I.

10. Interpretation. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. As used herein, the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation" and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. Words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Plan of Merger as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. All Exhibits and Schedules annexed hereto or referred to in this Plan of Merger are hereby incorporated in and made a part of this Plan of Merger as if set forth in full in this Plan of Merger, and definitions therein shall apply herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein will be defined as set forth in this Plan of Merger, and vice-versa. A reference to any legislation or to any provision of any legislation shall include any modification or re-enactment thereof, any legislative provision substituted therefor, and all regulations and statutory instruments issued thereunder or pursuant thereto.

11. Rejected Contracts. Any Contract rejected pursuant to Section 365 of the Bankruptcy Code in the Chapter 11 Cases shall be deemed to be excluded and removed from any Exhibit or Schedule attached hereto, and any such Contract shall not be allocated to any of FWE I or FWE III, and any liabilities or obligations of such Contract shall be treated in accordance with the Plan of Reorganization and Confirmation Order or otherwise satisfied, compromised, settled, released, or discharged pursuant to the Plan of Reorganization and Confirmation Order.

* * * * *

IN WITNESS WHEREOF, the undersigned has duly executed this Plan of Merger as of the date first written above.

FIELDWOOD ENERGY LLC,
a Texas limited liability company

By: _____
Name:
Title:

Exhibit A

Certificate of Merger

[see attached]

Exhibit B

Certificate of Formation – FWE I

[see attached]

Schedule I⁴

FWE I Assets and FWE I Obligations

Part A:

“FWE I Assets” means all of FWE’s right, title, and interest in, to, or under the following, less and except any FWE II Retained Properties:

(i) the ownership interests Conveyed⁵ to FWE pursuant to the Apache PSA in the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in or to Hydrocarbons in place and mineral interests or servitudes of every nature, in, on, under, and that may be produced from or attributable to any of the lands covered by such leases, subleases, interests, and rights, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated, including those described on Exhibit I-A attached hereto that are identified as FWE I Leases thereon (collectively, the “FWE I Leases”), together with all pooled, communitized, or unitized acreage that includes all or part of any of the FWE I Leases (the “FWE I Units”), and all tenements, hereditaments, and appurtenances belonging to the FWE I Leases and the FWE I Units (collectively with the FWE I Leases and FWE I Units, the “FWE I Lands”); for the avoidance of doubt, the FWE I Lands shall only include the ownership interests therein Conveyed to FWE pursuant to the Apache PSA and the descriptions in Exhibit I-A shall only reference such ownership interests;

(ii) the ownership interests Conveyed to FWE pursuant to the Apache PSA in any and all Hydrocarbon, water, CO₂, injection, disposal wells or other wells completed on, drilled from, or otherwise located, in whole or in part,⁶ on, under, or within the FWE I Lands, in each case whether producing, non-producing, shut in, or temporarily or permanently Plugged and Abandoned, including the wells set forth on Exhibit I-B attached hereto that are identified as FWE I Wells thereon and all wellbores spudded prior to the Effective Time located on the FWE I Lands (the “FWE I Wells” and, together with the FWE I Leases and the FWE I Units, but excluding the FWE II Retained Properties, the “FWE I Oil and Gas Properties”); for the avoidance of doubt, the FWE I Wells shall only include the ownership interests therein Conveyed to FWE pursuant

⁴ **Note to Draft:** In the event an asset not included on the schedules hereto is identified after the parties have agreed to the final form of this Plan of Merger, but prior to the Effective Time, subject to the agreement of the parties, the applicable schedule shall be updated to include and provide for the allocation of such asset.

⁵ **Note to Draft:** Any additional interests in the FWE I Assets acquired by FWE other than under the Apache PSA (“Add-On Interests”) are to be identified by FWE and if, upon being identified, Apache agrees to the inclusion of such interest in the FWE I Assets Schedule I will be modified to include such interests and if Apache does not agree then such interests will be allocated to and vested in FWE III to the extent held by FWE as of the Effective Time.

⁶ **Note to Draft:** FWE to confirm whether there are any wells that are not Legacy Apache Properties that would otherwise fall within this description, and, if so, expressly exclude those wells and allocate them to FWE III.

to the Apache PSA and the descriptions in Exhibit I-B shall only reference such ownership interests;

(iii) all platforms and facilities, including all associated processing systems, buildings, compressors, meters, tanks, machinery, tools, personal property, equipment (including spars, trees, PLETs, jumpers, flowlines, risers, umbilicals, control assemblies, and production handling equipment), pipelines, gathering lines, water lines, tank batteries, pipeline capacity, other water gathering, transportation, or disposal infrastructure and equipment, frac tanks, ponds, metering facilities, interconnections, and other inventory, boats, vehicles, fixtures, improvements, and other property (whether real, immovable, personal, movable, mixed or otherwise) that (a) are located on or appurtenant to any of the FWE I Leases, the FWE I Lands, the FWE I Rights of Way, the FWE I Wells, or the GOM Shelf Oil and Gas Properties, (b) are used or held for use in whole or in part in connection with any of the FWE I Wells or the GOM Shelf Wells and the operation of any of the FWE I Leases, or the GOM Shelf Leases (whether located on or appurtenant to any of the FWE I Leases, the FWE I Lands, the FWE I Rights of Way, the FWE I Wells, the GOM Shelf Leases, the GOM Shelf Lands, the GOM Shelf Wells, or stored at a different location (onshore or offshore)), or (c) were acquired by FWE pursuant to the Apache PSA, but in such event only as to the interests so acquired by FWE under and pursuant to such Apache PSA, and such flowlines, pipelines, gathering lines, and/or pipeline capacity that either (1) are used or held for use in whole or in part in connection with any of the FWE I Leases, the FWE I Wells or the FWE I Units operations or the production, transportation, or processing of Hydrocarbons produced from any of the FWE I Oil and Gas Properties, or (2) were acquired by FWE pursuant to the Apache PSA, but in such event only as to the interests so acquired by FWE under and pursuant to such Apache PSA, including all platforms identified on Exhibit I-C(i) attached hereto and all facilities identified on Exhibit I-C(ii) attached hereto (the “FWE I Facilities”);

(iv) the Proprietary Seismic Data and licensed Seismic Data relating, in whole or in part, to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties;⁷

(v) all surface fee interests, easements, right-of-use easements, licenses, servitudes, rights-of-way, surface leases, authorizations, permits, and other rights to use the surface or seabed appurtenant to, and held for use in whole or in part in connection with, the ownership or operation of any or all of the GOM Shelf Oil and Gas Properties or any or all of the properties, rights, titles, and interests described in clauses (i) through (iii) and (vi) of this Schedule I, Part A, but only to the extent such either (i) are used or held for use exclusively in connection with the ownership or operation of such properties, rights, titles, and interests, or (ii) were acquired by FWE pursuant to the Apache PSA, but in such event only as to the interests so acquired by FWE under and pursuant to such Apache PSA, including the property described on Exhibit I-D(i) attached hereto and Exhibit I-D(ii) attached hereto (the “FWE I Rights of Way”);

(vi) all environmental and other governmental (whether federal, state, or local) permits (including all plans filed with or approved by applicable Government Authorities), licenses, orders, authorizations, franchises, and related instruments or rights to the extent relating in whole or in part to the ownership, operation, or use of any or all of the GOM Shelf Oil and Gas Properties

⁷ **Note to Draft:** No proprietary seismic (remains under review).

or any or all of the properties, rights, titles, and interests described in clauses (i) through (iii), (v) and (viii) of this Schedule I, Part A (the “FWE I Permits”);⁸

(vii) Service Agreement, dated April 1, 2015, applicable to Firm Transportation Service under FT-2 Rate Schedule by and between Discovery Gas Transmission LLC as Transporter and Fieldwood Energy LLC as Shipper;

(viii) all Hydrocarbons in, on, under, or that may be produced from or attributable to the FWE I Leases, the FWE I Units, or the FWE I Wells, including all oil, condensate, and scrubber liquids inventories and ethane, propane, iso-butane, nor-butane, and gasoline inventories of FWE from the FWE I Oil and Gas Properties in storage or constituting linefill and Imbalances;

(ix) the FCC licenses associated with the call signs listed on Exhibit I-E attached hereto;⁹

(x) all contracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments that relate, in whole or in part, to the ownership or operation of any or all of the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (and including any insurance contract if such insurance contract provides coverage for any incident that occurs on any FWE I Asset(s) or the GOM Shelf Oil and Gas Properties at, before, or after the Effective Time, but excluding all derivative or hedge agreements (including any ISDAs) or rights thereunder) or any other properties, rights, titles, and interests described in the clauses of this Schedule I, Part A, including operating agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, exploration agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements, and other contracts relating to the FWE I Assets (but expressly excluding any such agreements pursuant to which FWE acquired interests in or to any other FWE I Assets in addition to the rights, title, and interests acquired by FWE under the Apache PSA), transportation agreements, agreements for the sale and purchase of Hydrocarbons, processing agreements, and service agreements (together with the agreements referenced in clause (xxii) below), including the contracts listed on Exhibit I-F attached hereto (the “FWE I Contracts”);

(xi) originals of the Records that relate, in whole or in part, to any one or more of the FWE I Assets, the FWE I Obligations, or the GOM Shelf Oil and Gas Properties (whether or not such Records also relate to any one or more of the FWE III Obligations or the FWE III Assets);

(xii) inventory, equipment, machinery, tools, and other personal property, to the extent located on the FWE I Facilities or, if located elsewhere, used or held for use, in whole or part, in connection with the FWE I Oil and Gas Properties, the FWE I Facilities, or the GOM Shelf Oil and Gas Properties, or charged to the joint account pursuant to the applicable FWE I Contracts, including those items listed on Exhibit I-G attached hereto;

⁸ **Note to Draft:** To be determined if there are Permits used for the FWE I Assets and also FWE III such that FWE III will need to obtain its own permits.

⁹ **Note to Draft:** To include licenses for GOM Shelf if not held by GOM Shelf directly. FWE confirming there are only 5 licenses relating to all of the FWE I and GOM Shelf properties.

(xiii) FWE-owned SCADA equipment and all automation systems, including meters and related telemetry, licensed radio frequencies, and associated communications infrastructure including towers, antennas, data links, and network circuits used or held for use, in whole or in part, in connection with the FWE I Oil and Gas Properties, the FWE I Facilities, or the GOM Shelf Oil and Gas Properties, or for the production of Hydrocarbons therefrom;

(xiv) all deposits with third parties, escrow accounts, guarantees, letters of credit, treasury securities, insurance policies relating, in whole or in part, to the FWE I Assets, surety bonds, all Oil Spill Financial Responsibility coverage (whether consisting of one or more insurance policies) and other forms of credit assurances or credit support provided by a third party for the benefit of FWE for financial assurance for the obligations and liabilities arising out of or related to the FWE I Assets, the GOM Shelf Oil and Gas Properties, or GOM Shelf, including the Plugging and Abandonment Obligations arising out of or related to the FWE I Assets or the GOM Shelf Oil and Gas Properties, including those items listed on Exhibit I-H attached hereto;

(xv) all agreements and memberships relating, in whole or in part, to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to Governmental Authorities with respect to the FWE I Assets or GOM Shelf Oil and Gas Properties;¹⁰

(xvi) all (i) accounts receivable as of the Effective Time associated with the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties other than the Closing Accounts Receivable, (ii) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the FWE I Oil and Gas Properties or GOM Shelf Oil and Gas Properties to which such assets relate are located) and other economic benefits in each case attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (excluding only the Closing Accounts Receivable); *provided*, that, for the avoidance of doubt, nothing in the preceding clauses (i) or (ii) shall be interpreted to limit the scope of “Closing Accounts Receivable” as that term is defined in the Credit Bid Purchase Agreement, (iii) claims of indemnity, contribution, or reimbursement of FWE or of GOM Shelf, in each case, relating to the FWE I Obligations or obligations of GOM Shelf, (iv) Imbalances receivables of FWE or of GOM Shelf, in each case, attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, (v) rights to insurance proceeds or other claims of recovery, indemnity, contribution, or reimbursement of FWE attributable to the FWE I Assets or the GOM Shelf Oil and Gas Properties due to casualty or other damage or destruction of or to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, (vi) cash in the amount of advance payments on account of third party working interest owners in the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (“Prepaid JIB Cash Amount”), to the extent such Prepaid JIB Cash Amount is associated with FWE I Obligations, and (vii) rights to receive and collect cash and advance payments pursuant to cash calls associated with the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (“JIB Advance AR”), to the extent such JIB Advance AR is associated with FWE I Obligations;

¹⁰ **Note to Draft:** There are not any memberships that are specific to the FWE I Assets; may need new agreements. Under further review.

(xvii) all Suspense Funds (i) of FWE to the extent attributable to any of the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, and (ii) of GOM Shelf (collectively, “FWE I Suspense Funds”);

(xviii) all equity interests set forth on Exhibit I-I (“FWE I Subsidiaries”);

(xix) the Decommissioning Agreement, dated as of September 30, 2013, by and among Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, FWE and GOM Shelf LLC, as amended by (i) the First Amendment thereto, dated as of September 30, 2013, (ii) the Second Amendment thereto, dated as of September 30, 2013, (iii) the Third Amendment thereto, dated effective as of April 25, 2017, (iv) the Fourth Amendment thereto dated effective as of September 1, 2017, as amended by that certain Letter Agreement, dated January 3, 2018, and (v) the Fifth Amendment thereto, dated effective as of April 11, 2018 (the “Decommissioning Agreement”);

(xx) the Apache PSA and the transaction documents entered into in connection with the consummation of the transactions contemplated thereby, including the Joint Exploration Agreement (as defined in the Apache PSA), the Master Facilities Use, Access, Production Handling and Transportation Agreement (as defined in the Apache PSA), and the Fully Paid Up Turnkey Removal Contract (as defined in the Apache PSA);

(xxi) all rights [to the **BOEM qualification held by FWE immediately prior to the Effective Time and its BOEM operator number (GOM #3295), and**]¹¹ all area-wide operator bonds, supplemental bonds, or other securities, or any authorization or permission from, the BOEM, BSEE, or any other Governmental Authority, held by FWE (a) in whole or in part for any FWE I Assets (which, for the avoidance of doubt, include all rights of FWE in any area-wide bonds)¹² or (b) with respect to GOM Shelf, in whole or in part for any of the GOM Shelf Oil and Gas Properties;

(xxii) beneficial ownership of The Trust established by that certain Fieldwood Decommissioning Trust A Trust Agreement dated September 30, 2013;

(xxiii) cash in an amount (the “FWE I Cash Amount”) equal to \$50.0 million minus the sum of (a) the actual cash expenditures paid by FWE for Plugging and Abandonment costs and expenses on the FWE I Assets between the filing on August 3, 2020 of the Chapter 11 Cases and the Effective Time and (b) the actual cash payments made by FWE between January 4, 2021 and the Effective Time to the individual engaged as the sole manager of FWE I;

(xxiv) the Fieldwood Joint Use Properties as specified in Section 6 of the Plan of Merger; and

¹¹ **Note to Draft:** Now that FWE I is no longer the surviving entity under the divisive merger, to confirm whether BOEM qualification will be permitted to “vest” in FWE I or whether FWE I will be required to obtain its own qualification separate from FWE’s qualification (which will inure to FWE III instead).

¹² **Note to Draft:** to confirm if area-wide bonds will be permitted to be split between FWE I and FWE III per the divisive merger. If not and FWE I gets such bonds, then FWE III may need to post its own separate area-wide bonds. Who will pay for such?

(xxv) the specific interests in and to the wells, pipelines, platforms, and facilities set forth on Exhibit I-K which were acquired or assumed by FWE as a result of co-owner actions under applicable joint or unit operating agreements or as a result of a recalculation determined in accordance with the terms of a FWE I Contract, and such interests will be deemed to be included in the FWE I Leases, FWE I Units, FWE I Lands, FWE I Wells, FWE I Facilities, and FWE I Rights-of-Way, as applicable.¹³

For the avoidance of doubt, the FWE I Assets do not include any of the leases, rights of way, or other assets specified in Exhibit I-J¹⁴ attached hereto (such assets, collectively, the “FWE II Retained Properties”), which FWE II Retained Properties were conveyed to FWE II pursuant to the Credit Bid Purchase Agreement, and the FWE I Obligations shall not include any obligations attributable to such FWE II Retained Properties.

Part B:

“FWE I Obligations” means (A) all of the obligations and liabilities (contractual or otherwise) of FWE, without duplication, of any kind, character, or description (whether known or unknown, accrued, absolute, contingent, or otherwise) relating to, arising out of, or with respect to any of the FWE I Assets, the GOM Shelf Oil and Gas Properties, or FWE I’s ownership interest in GOM Shelf, including obligations and liabilities of FWE: (i) relating to the furnishing of makeup gas according to the terms of applicable gas sales, gathering, or transportation FWE I Contracts and all obligations with respect to Imbalances arising out of, related to, or attributable to FWE I’s ownership interests in any of the FWE I Oil and Gas Properties or in GOM Shelf; (ii) with respect to Royalties arising out of, related to, or attributable to any of the FWE I Oil and Gas Properties, FWE I Suspense Funds, and Prepaid JIB Cash Amounts, including any reporting and/or mis-reporting, and payment and/or mis-payment of such Royalties, FWE I Suspense Funds, or Prepaid JIB Cash Amounts; (iii) constituting or related to Environmental Liabilities arising out of, related to, or attributable to any of the FWE I Assets; (iv) applicable to or imposed on the lessee, owner, operator, holder, responsible party, payor or designated applicant under or with respect to any of the FWE I Assets or GOM Shelf Oil and Gas Properties; (v) constituting or relating to any and all P&A Obligations related to FWE I’s or GOM Shelf’s, as the case may be, ownership interests in, or operation of, any of the FWE I Assets or GOM Shelf Oil and Gas Properties; (vi) relating to the FWE I Suspense Funds; (vii) relating to the Decommissioning Agreement and the Decommissioning obligations thereunder; (viii) relating to the Apache PSA or any of the agreements entered into in connection with the consummation of the transactions contemplated

¹³ **Note to Draft:** If the parties agree to include Add-On Interests in the FWE I Assets, Exhibit I-K will be added to specifically identify the interests agreed upon to be included. If the parties do not agree to include Add-On Interests in the FWE I Assets, item (xxv) will be deleted.

¹⁴ **Note to Draft:** Exhibit I-J should list as FWE II Retained Properties the properties included in the fields which are identified to be owned and operated by FWE II on Schedule A to the Term Sheet dated July 31, 2020. **[NTD: per HAK]** FWE to confirm these properties consist of only the following properties: Oil and Gas Lease bearing Serial No. OCS-G 21685 covering South Timbalier 308, Oil and Gas Lease bearing Serial No. OCS-G24987 covering South Timbalier 287, Oil and Gas Lease bearing Serial No. OCS-G10687 covering Vermilion 287, Oil and Gas Lease bearing Serial No. OCS-G09522 covering Vermilion 363, Oil and Gas Lease bearing Serial No. OCS-G09524 covering Vermilion 371, Oil and Gas Lease bearing Serial No. OCS-G04421 covering Vermilion 78, Right of Way bearing Serial No. OCS-G29427 for Pipeline Segment No. 20278 pertaining to South Timbalier 308, and Right of Way bearing Serial No. OCS-G15047 for Pipeline Segment No. 10675 pertaining to Vermilion 371].

thereby, including the Joint Exploration Agreement (as defined in the Apache PSA), the Master Facilities Use, Access, Production Handling and Transportation Agreement (as defined in the Apache PSA), and the Fully Paid Up Turnkey Removal Contract (as defined in the Apache PSA); and (ix) expenses incurred by FWE for Plugging and Abandonment costs and expenses on the FWE I Assets between the filing on August 3, 2020, of the Chapter 11 Cases and the Effective Time to the extent not paid as of the Effective Time (such incurred but unpaid expenses, the “Interim Unpaid P&A Expenses”); and (B) the obligations of FWE I under Section 3(b)(i) of the Plan of Merger; provided, however, that, subject to the foregoing clause (B), the FWE I Obligations do not include (1) any of the FWE III Obligations, (2) any of the Credit Bid Assumed Liabilities, (3) obligations for personal injury or damage to property arising from the ownership or operation of any property that is not included in the FWE I Assets or GOM Shelf Oil and Gas Properties, and (4) any claims, liabilities, or obligations satisfied, compromised, settled, released, or discharged pursuant to the Plan of Reorganization and Confirmation Order.

Schedule II¹⁵

Wind Down Assets and Wind Down Obligations

Part A:

“Wind Down Assets” means all of FWE’s right, title, and interest in, to, or under the following, subject to Section 6 of the Plan of Merger:

(i) the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in and to Hydrocarbons in place and mineral interests or servitudes of every nature, in, on, under, and that may be produced from or attributable to any of the lands covered by the leases, subleases, interests, and rights described on Exhibit II-A attached hereto, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated (collectively, the “Wind Down Leases”), together with all pooled, communitized, or unitized acreage that includes all or part of any of the Wind Down Leases (the “Wind Down Units”), and all tenements, hereditaments, and appurtenances belonging to the Wind Down Leases and the Wind Down Units (collectively with the Wind Down Leases and Wind Down Units, the “Wind Down Lands”);

(ii) any and all Hydrocarbon, water, CO₂, injection, disposal wells or other wells located on, under, or within the Wind Down Lands described on Exhibit II-B attached hereto, in each case whether producing, non-producing, shut-ins, or temporarily or permanently Plugged and Abandoned, including the wells set forth on Exhibit II-B attached hereto and all wellbores spudded prior to the Effective Time located on the Wind Down Lands (the “Wind Down Wells” and, together with the Wind Down Leases and Wind Down Units, the “Wind Down Oil and Gas Properties”);

(iii) all platforms and facilities, including all associated processing systems, buildings, compressors, meters, tanks, machinery, tools, personal property, equipment (including spars, trees, PLETs, jumpers, flowlines, risers, umbilicals, control assemblies, and production handling equipment), pipelines, gathering lines, water lines, tank batteries, pipeline capacity, other water gathering, transportation, or disposal infrastructure and equipment, frac tanks, ponds, metering facilities, interconnections, and other inventory, boats, vehicles, fixtures, improvements, and other property (whether real, immovable, personal, movable, and mixed or otherwise) that is located on or appurtenant to any of the Wind Down Leases, the Wind Down Lands, the Wind Down Rights of Way, or the Wind Down Wells or used or held for use exclusively in connection with any of the Wind Down Wells and the operation of any of the Wind Down Leases (whether located on or appurtenant to any of the Wind Down Leases, the Wind Down Lands, the Wind Down Rights of Way, or the Wind Down Wells, or stored at a different location (onshore or offshore)), and such flowlines, pipelines, gathering lines, and/or pipeline capacity that are used or held for use exclusively in connection with any of the Wind Down Leases, the Wind Down

¹⁵ **Note to Draft:** In the event an asset not included on the schedules hereto is identified after the parties have agreed to the final form of this Plan of Merger, but prior to the Effective Time, subject to the agreement of the parties, the applicable schedule shall be updated to include and provide for the allocation of such asset.

Wells, or the Wind Down Units operations or the production, transportation, or processing of Hydrocarbons produced from any of the Wind Down Oil and Gas Properties, including all platforms identified on Exhibit II-C(i) attached hereto and all facilities identified on Exhibit II-C(ii) attached hereto, but excluding any FWE I Facilities (the “Wind Down Facilities”);

(iv) Proprietary Seismic Data and licensed Seismic Data relating exclusively to the Wind Down Oil and Gas Properties;

(v) all surface fee interests, easements, right-of-use easements, licenses, servitudes, rights-of-way, surface leases, authorizations, permits, and other rights to use the surface or seabed appurtenant to, and used or held for use exclusively in connection with, the ownership or operation of any or all of the properties, rights, titles, and interests described in clauses (i) through (iii) and (vi) of this Schedule II, Part A, including the property described on Exhibit II-D(i) attached hereto and Exhibit II-D(ii) attached hereto (the “Wind Down Rights of Way”);

(vi) all environmental and other governmental (whether federal, state, or local) permits (including all plans filed with or approval by applicable Governmental Authorities), licenses, orders, authorizations, franchises, and related instruments or rights relating exclusively to the ownership, operation, or use of the properties, rights, titles, and interests described in clauses (i) through (iii), (v) and (viii) of this Schedule II, Part A (the “Wind Down Permits”);

(vii) all transportation agreements described on Exhibit II-F attached hereto;¹⁶

(viii) all Hydrocarbons in, on, under, or that may be produced from or attributable to the Wind Down Leases, the Wind Down Units, or the Wind Down Wells, including all oil, condensate, and scrubber liquids inventories and ethane, propane, iso-butane, nor-butane, and gasoline inventories of FWE from the Wind Down Oil and Gas Properties in storage or constituting linefill and Imbalances;

(ix) the FCC licenses associated with the call signs listed on Exhibit II-E attached hereto;

(x) all contracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments that relate exclusively to the ownership or operation of any or all of the Wind Down Oil and Gas Properties or any other properties, rights, titles, and interests described in the clauses of this Schedule II, Part A, including operating agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, exploration agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements, and other contracts in which FWE acquired interests in any other Wind Down Assets, transportation agreements, agreements for the sale and purchase of Hydrocarbons, processing agreements, and service agreements, including the contracts listed on Exhibit II-F attached hereto (the “Wind Down Contracts”);

¹⁶ **Note to Draft:** To be determined if any FERC regulated transportation agreements need FERC waivers.

(xi) originals of the Records that relate solely to the Wind Down Assets or the Wind Down Obligations, or both, and copies of the Records that constitute FWE I Assets or Predecessor Assets and also relate to either or both of the Wind Down Assets or the Wind Down Obligations;

(xii) inventory, equipment, machinery, tools, and other personal property, to the extent located on the Wind Down Facilities or, if located elsewhere, used or held for use exclusively in connection with the Wind Down Oil and Gas Properties or the Wind Down Facilities or charged to the joint account pursuant to the applicable Wind Down Contracts, including those items listed on Exhibit II-G attached hereto;

(xiii) FWE-owned SCADA equipment and all automation systems, including meters and related telemetry, licensed radio frequencies, and associated communications infrastructure including towers, antennas, data links, and network circuits used or held for use exclusively in connection with the Wind Down Oil and Gas Properties and the Wind Down Facilities or for the production of Hydrocarbons therefrom;

(xiv) all cash (subject to the obligation of FWE to deliver the FWE I Cash Amount, the FWE I Suspense Funds, and the Prepaid JIB Cash Amount to FWE I), and all third party deposits, escrow accounts, guarantees, letters of credit, treasury securities, surety bonds, and other forms of credit assurances or credit support provided by a third party for the benefit of FWE for financial assurance for the obligations and liabilities arising out of or related to any other Wind Down Assets (but not also in part any FWE I Assets), including the Plugging and Abandonment Obligations arising out of or related to any other Wind Down Assets (but not also in part any FWE I Assets);

(xv) all agreements and memberships relating exclusively to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to Governmental Authorities with respect to the Wind Down Assets; and

(xvi) all (i) accounts receivable attributable to the Wind Down Oil and Gas Properties with respect to any period of time, (ii) rights to any payout or recovery for any Casualty occurring on or at any Wind Down Asset, whether occurring prior to, on or after Plan Effective Date, (iii) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the Wind Down Oil and Gas Properties to which such assets relate are located), and other economic benefits attributable to the Wind Down Oil and Gas Properties, (iv) claims of indemnity, contribution, or reimbursement relating to the Wind Down Obligations and (v) Imbalances receivables of FWE attributable to the Wind Down Oil and Gas Properties;

(xvii) all Suspense Funds of FWE to the extent attributable to any of the Wind Down Oil and Gas Properties (the “Wind Down Suspense Funds”); and

(xviii) all rights to any supplemental bonds or other securities (excluding area-wide bonds) held by, or any authorization or permission from, the BOEM, BSEE, or any other Governmental Authority with respect to FWE exclusively for other Wind Down Assets.

Part B:

“Wind Down Obligations” means: all of the obligations and liabilities (contractual or otherwise) of FWE of any kind, character or description (whether known or unknown, accrued, absolute, contingent, or otherwise) relating to, arising out of, or with respect to any of the Wind Down Assets, including obligations and liabilities of FWE: (i)(a) relating to the furnishing of makeup gas according to the terms of applicable gas sales, gathering, or transportation Wind Down Contracts and all obligations with respect to Imbalances attributable to the FWE III’s ownership interests in any of the Wind Down Oil and Gas Properties; (b) with respect to Royalties arising out of, related to, or attributable to any of the Wind Down Oil and Gas Properties and Wind Down Suspense Funds, including any reporting and/or mis-reporting, and payment and/or mis-payment of such Royalties or the Wind Down Suspense Funds; (c) constituting or related to Environmental Liabilities arising out of, related to, or attributable to any of the Wind Down Assets; (d) applicable to or imposed on the lessee, owner, operator, holder, responsible party, payor or designated applicant under or with respect to any of the Wind Down Assets, or as required by applicable Laws; and (e) constituting or relating to any and all P&A Obligations related to the FWE III’s ownership interests in, or operation of, any of the Wind Down Assets; and (ii) the liabilities and obligations of the FWE III specified in Section 6 of the Plan of Merger to the extent attributable to use of the Joint Use Properties with respect to the Wind Down Assets; provided, however, that the Wind Down Obligations do not include any claims, liabilities or obligations satisfied, compromised, settled, released or discharged pursuant to the Plan of Reorganization and Confirmation Order.

Schedule III¹⁷

Predecessor Assets and Predecessor Obligations

Part A:

“**Predecessor Assets**” means all of FWE’s right, title, and interest in, to, or under the following, subject to **Section 6** of the Plan of Merger:¹⁸

(i) the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in or to Hydrocarbons in place and mineral interests or servitudes of every nature, in, on, under, and that may be produced from or attributable to any of the lands covered by the leases, subleases, interests, and rights described on **Exhibit III-A** attached hereto, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated (collectively, the “**Predecessor Leases**”), together with all pooled, communitized, or unitized acreage that includes all or part of any of the Predecessor Leases (the “**Predecessor Units**”), and all tenements, hereditaments, and appurtenances belonging to the Predecessor Leases and the Predecessor Units (collectively with the Predecessor Leases and Predecessor Units, the “**Predecessor Lands**”);

(ii) any and all Hydrocarbon, water, CO2, injection, disposal wells or other wells located on, under, or within the Predecessor Lands described on **Exhibit III-B** attached hereto, in each case whether producing, non-producing, shut-in, or temporarily or permanently Plugged and Abandoned, including the wells set forth on **Exhibit III-B** attached hereto and all wellbores spudded prior to the Effective Time located on the Predecessor Lands (the “**Predecessor Wells**” and, together with the Predecessor Leases and the Predecessor Units, the “**Predecessor Oil and Gas Properties**”);

(iii) all platforms and facilities, including all associated processing systems, buildings, compressors, meters, tanks, machinery, tools, personal property, equipment (including spars, trees, PLETs, jumpers, flowlines, risers, umbilicals, control assemblies, and production handling equipment), pipelines, gathering lines, water lines, tank batteries, pipeline capacity, other water gathering, transportation, or disposal infrastructure and equipment, frac tanks, ponds, metering facilities, interconnections, and other inventory, boats, vehicles, fixtures, improvements, and other property (whether real, immovable, personal, movable, mixed, or otherwise) that is located on or appurtenant to any of the Predecessor Leases, the Predecessor Lands, the Predecessor Rights of Way, or the Predecessor Wells or used or held for use exclusively in connection with the any of Predecessor Wells and the operation of any of the Predecessor Leases (whether located on or appurtenant to any of the Predecessor Leases, the Predecessor Lands, Predecessor Rights of Way,

¹⁷ **Note to Draft:** In the event an asset not included on the schedules hereto is identified after the parties have agreed to the final form of this Plan of Merger, but prior to the Effective Time, subject to the agreement of the parties, the applicable schedule shall be updated to include and provide for the allocation of such asset.

¹⁸ **Note to Draft:** To be determined if any Predecessor Assets constitute assets in which FWE I will also own an interest and, as to such assets, modify Schedule III as necessary to cover only the applicable interest in such assets to be allocated to and vest in FWE III as Predecessor Assets.

or the Predecessor Wells, or stored at a different location (onshore or offshore)), and such flowlines, pipelines, gathering lines, and/or pipeline capacity that are used or held for use exclusively in connection with any of the Predecessor Leases, the Predecessor Wells or the Predecessor Units operations or the production, transportation, or processing of Hydrocarbons produced from any of the Predecessor Oil and Gas Properties, including all platforms identified on Exhibit III-C(i) attached hereto and all facilities identified on Exhibit III-C(ii) attached hereto, but excluding any FWE I Facilities (the “Predecessor Facilities”);

(iv) Proprietary Seismic Data and licensed Seismic Data relating exclusively to the Predecessor Oil and Gas Properties;

(v) all surface fee interests, easements, right-of-use easements, licenses, servitudes, rights-of-way, surface leases and other rights to use the surface or seabed appurtenant to, and used or held for use exclusively in connection with, the ownership or operation of any or all of the properties, rights, titles, and interests described in clauses (i) through (iii) and (vi) of this Schedule III, Part A, including the property described on Exhibit III-D(i) attached hereto and Exhibit III-D(ii) attached hereto (the “Predecessor Rights of Way”);

(vi) all environmental and other governmental (whether federal, state, or local) permits (including all plans filed with or approval by applicable Governmental Authorities), licenses, orders, authorizations, franchises, and related instruments or rights relating exclusively to the ownership, operation, or use of the properties, rights, titles, and interests described in clauses (i) through (iii), (v) and (viii) of this Schedule III, Part A (the “Predecessor Permits”);

(vii) all transportation agreements described on Exhibit III-F attached hereto;¹⁹

(viii) all Hydrocarbons in, on, under, or that may be produced from or attributable to the Predecessor Leases, the Predecessor Units, or the Predecessor Wells, including all oil, condensate, and scrubber liquids inventories and ethane, propane, iso-butane, nor-butane, and gasoline inventories of FWE from the Predecessor Oil and Gas Properties in storage or constituting linefill and Imbalances;

(ix) the FCC licenses associated with the call signs listed on Exhibit III-E attached hereto;

(x) all contracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments that relate exclusively to the ownership or operation of any or all of the Predecessor Oil and Gas Properties or any other properties, rights, titles, and interests described in this Schedule III, Part A, including operating agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, exploration agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements, and other contracts in which FWE acquired interests in any Predecessor Assets, transportation agreements, agreements for the sale and purchase of

¹⁹ **Note to Draft:** To be determined if any FERC regulated transportation agreements need FERC waivers.

Hydrocarbons, processing agreements, and service agreements, including the contracts listed on Exhibit III-F attached hereto (the “Predecessor Contracts”);

(xi) originals of the Records that relate (i) solely to the Predecessor Assets or the Predecessor Obligations, or both, or (ii) to the Predecessor Assets or the Predecessor Obligations, or both, and also to the Wind Down Assets or Wind Down Obligations, or both, and copies of the Records that constitute FWE I Assets and also relate to either or both of the Predecessor Assets or the Predecessor Obligations;

(xii) inventory, equipment, machinery, tools, and other personal property, to the extent located on the Predecessor Facilities or, if located elsewhere, used or held for use exclusively in connection with the Predecessor Oil and Gas Properties or the Predecessor Facilities or charged to the joint account pursuant to the applicable Predecessor Contracts, including those items listed on Exhibit III-G attached thereto;

(xiii) FWE-owned SCADA equipment and all automation systems, including meters and related telemetry, licensed radio frequencies, and associated communications infrastructure including towers, antennas, data links, and network circuits used or held for use exclusively in connection with the Predecessor Oil and Gas Properties and the Predecessor Facilities or for the production of Hydrocarbons therefrom;

(xiv) all cash (subject to the obligation of FWE to deliver the FWE I Cash Amount, the FWE I Suspense Funds, and the Prepaid JIB Cash Amount to FWE I), and all third party deposits, escrow accounts, guarantees, letters of credit, treasury securities, surety bonds, and other forms of credit assurances or credit support provided by a third party for the benefit of FWE for financial assurance exclusively for the obligations and liabilities arising out of or related to any other Predecessor Assets (but not also in part any FWE I Assets), including the Plugging and Abandonment Obligations arising out of or related to any other Predecessor Assets (but not also in part any FWE I Assets), including those items listed on Exhibit III-H attached hereto;

(xv) all agreements and memberships relating solely to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to Governmental Authorities with respect to the Predecessor Assets; and

(xvi) all (i) accounts receivable attributable to the Predecessor Oil and Gas Properties with respect to any period of time, (ii) rights to any payout or recovery for any Casualty occurring on or at any Predecessor Asset, whether occurring prior to, on or after the Plan Effective Date, (iii) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the Predecessor Oil and Gas Properties to which such assets relate are located), and other economic benefits attributable to the Predecessor Oil and Gas Properties, (iv) claims of indemnity, contribution, or reimbursement relating to the Predecessor Obligations and (v) Imbalances receivables of FWE attributable to the Predecessor Oil and Gas Properties;

(xvii) all Suspense Funds of FWE to the extent attributable to the Predecessor Oil and Gas Properties (the “Predecessor Suspense Funds”);

(xviii) all rights to any supplemental bonds or other securities (excluding area-wide bonds) held by, or any authorization or permission from, the BOEM, BSEE, or any other Governmental Authority with respect to FWE exclusively for other Predecessor Assets; and

(xix) all other assets and rights of FWE other than FWE I Assets and Wind Down Assets.

Notwithstanding the foregoing, the Predecessor Assets shall include all assets and rights of FWE not expressly included in the FWE I Assets or the Wind Down Assets, but shall exclude any assets expressly allocated to FWE I pursuant to the Plan of Merger.

Part B:

“Predecessor Obligations” means: all of the obligations and liabilities (contractual or otherwise) of FWE of any kind, character or description (whether known or unknown, accrued, absolute, contingent, or otherwise) relating to, arising out of, or with respect to any of the Predecessor Assets, including (i) obligations and liabilities of FWE: (a) relating to the furnishing of makeup gas according to the terms of applicable gas sales, gathering, or transportation Predecessor Contracts and all obligations with respect to Imbalances attributable to FWE III’s ownership interests in any of the Predecessor Oil and Gas Properties; (b) with respect to Royalties arising out of, related to, or attributable to any of the Predecessor Oil and Gas Properties and the Predecessor Suspense Funds, including any reporting and/or mis-reporting, and payment and/or mis-payment of such Royalties or the Predecessor Suspense Funds; (c) constituting or related to Environmental Liabilities arising out of, related to, or attributable to any of the Predecessor Assets; (d) applicable to or imposed on the lessee, owner, operator, holder, responsible party, payor or designated applicant under or with respect to any of the Predecessor Assets, or as required by applicable Laws; (e) constituting or relating to any and all P&A Obligations related to FWE III’s ownership interests in, or operation of, any of the Predecessor Assets; and (f) any and all liabilities and obligations of FWE not expressly included in the FWE I Obligations or the Wind Down Obligations; and (ii) the obligations and liabilities of FWE III specified in Section 6 of the Plan of Merger to the extent attributable to use of the Joint Use Properties with respect to the Predecessor Assets; provided, however, that the Predecessor Obligations do not include any claims, liabilities or obligations satisfied, compromised, settled, released or discharged pursuant to the Plan of Reorganization and Confirmation Order.

Schedule of Exhibits²⁰

Exhibit A:	Certificate of Merger
Exhibit B:	Certificate of Formation – FWE I
Exhibit I-A(i):	FWE I Leases
Exhibit I-A(ii):	FWE I Deep Rights
Exhibit I-B:	FWE I Wells
Exhibit I-C(i)	FWE I Platforms
Exhibit I-C(ii)	FWE I Facilities
Exhibit I-D(i)	FWE I Rights of Way Acquired Pursuant to Apache PSA
Exhibit I-D(ii)	FWE I RUEs
Exhibit I-E	FWE I FCC Licenses
Exhibit I-F	FWE I Contracts
Exhibit I-G	FWE I Inventory
Exhibit I-H	FWE I Deposits/Escrows/Credit Support
Exhibit I-I	Subsidiaries and Equity Interests
Exhibit I-J	FWE II Retained Properties
Exhibit I-K(i)	Incremental Interests – Leases
Exhibit I-K(ii)	Incremental Interests – Wells
Exhibit I-K(iii)	Incremental Interests – Platforms and Facilities
Exhibit II-A:	Wind Down Leases ²¹

²⁰ **Note to Draft:** **FWE I Exhibits to the Plan of Merger.** Exhibits I-A(i) through I-K(iii) to Schedule 1 to the Plan of Merger (collectively, the “FWE I Exhibits”) set forth a list of Legacy Apache Properties, which FWE I Exhibits the Apache PSA Parties and the Fieldwood PSA Parties hereto respectively acknowledge are subject to the ongoing review and consent rights of the Consenting Creditors under the RSA (which consent has not yet been provided), and the Apache PSA Parties and Fieldwood PSA Parties agree that the FWE I Exhibits are subject to modification based on such review to be consistent with the Apache Term Sheet.

²¹ **Note to Draft:** Exhibits II-A – II-G to be attached to Executed Plan of Merger.

Exhibit II-B:	Wind Down Wells
Exhibit II-C(i)	Wind Down Platforms
Exhibit II-C(ii)	Wind Down Facilities
Exhibit II-D(i)	Wind Down Rights of Way
Exhibit II-D(ii)	Wind Down RUEs
Exhibit II-E	Wind Down FCC Licenses
Exhibit II-F	Wind Down Contracts
Exhibit II-G	Wind Down Inventory
Exhibit III-A:	Predecessor Leases ²²
Exhibit III-B:	Predecessor Wells
Exhibit III-C(i)	Predecessor Platforms
Exhibit III-C(ii)	Predecessor Facilities
Exhibit III-D(i)	Predecessor Rights of Way
Exhibit III-D(ii)	Predecessor RUEs
Exhibit III-E	Predecessor FCC Licenses
Exhibit III-F	Predecessor Contracts
Exhibit III-G	Predecessor Inventory
Exhibit III-H	Predecessor Deposits/Escrows/Credit Support

[End of Schedule of Exhibits]

²² **Note to Draft:** Exhibits III-A – III-H to be attached to Executed Plan of Merger

Exhibit I-A(i)

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
LOUISIANA NON-OPERATED	—	12503	SL- LA	ORRI	—	—	—	—	0.6%	TERMIN
LOUISIANA NON-OPERATED	—	06618	SL- LA	ORRI	—	—	—	—	5.2%	—
BRAZOS 491	BA 491	G06069	Federal	RT	10/1/1983		5,760	Fieldwood En	100.0%	TERMIN
BRAZOS A-102/A-105	BA A105	G01757	Federal	RT	7/1/1968		5,760	Fieldwood En	12.5%	PROD
BRAZOS A-102/A-105	BA A-105	G01757	Federal	RT A	7/1/1968		5,760	Fieldwood En	12.5%	PROD
BRAZOS A-133	BA A133	G02665	Federal	OP	7/1/1974		5,760	GOM Shelf	12.5%	PROD
BRAZOS A-133	BA A-133	G02665	Federal	RT	7/1/1974		5,760	GOM Shelf	25.0%	PROD
\$O Liability	BA A19	G33399	Federal	RT	1/1/2010	12/31/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
\$O Liability	BA A47	G03940	Federal	RT	3/1/1979	9/21/2014	5,760	Fieldwood En	33.3%	TERMIN
\$O Liability	BA A47	G03940	Federal	OP	3/1/1979	9/21/2014	5,760	Fieldwood En	100.0%	TERMIN
\$O Liability	BA A69	G32733	Federal	RT	11/1/2008	10/31/2013	5,760	Apache Shelf Exp	100.0%	EXPIR
\$O Liability	BS 39	G33683	Federal	RT	7/1/2010	5/20/2015	1,237	Petsec En	18.8%	RELINQ
BRETON SOUND 41	BS 41	G21142	Federal	OP 2	5/1/1999	1/26/2014	4,995	Fieldwood En Off	13.1%	TERMIN
BRETON SOUND 41	BS 41	G21142	Federal	Contractual	5/1/1999	1/26/2014	4,995	Fieldwood En Off	TBD	TERMIN
\$O Liability	BS 42	G33684	Federal	RT	7/1/2010	5/13/2015	4,552	Apache Shelf Exp	37.5%	RELINQ
CHANDELEUR 42/43	CA 42	G32267	Federal	OP 1	7/1/2008	6/21/2019	5,000	Fieldwood En	50.0%	RELINQ
CHANDELEUR 42/43	CA 43	G32268	Federal	OP 1	7/1/2008		5,000	Fieldwood En	50.0%	PROD
\$O Liability	DD 253	G10426	Federal	RT	6/1/1990	9/8/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
\$O Liability	DD 297	G10427	Federal	RT	6/1/1990	9/8/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
\$O Liability	EB 128	G34034	Federal	RT	4/1/2012	3/15/2016	165	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EB 172	G34035	Federal	RT	4/1/2012	3/15/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 12	G34220	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
EAST CAMERON 9/14	EC 14	G13572	Federal	RT	7/1/1992	5/16/2005	2,544	Fieldwood En	100.0%	TERMIN
\$O Liability	EC 171	G34228	Federal	RT	9/1/2012	8/17/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 172	G17858	Federal	RT	7/1/1997	1/22/2016	5,000	Fieldwood En	100.0%	TERMIN
\$O Liability	EC 178	G34229	Federal	RT	10/1/2012	7/24/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 179	G34230	Federal	RT	10/1/2012	7/24/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 185	G34796	Federal	RT	6/1/2013	5/25/2017	5,000	Fieldwood En	100.0%	RELINQ
EAST CAMERON 2 - (SL LA)	EC 2	18121	SL- LA	WI	5/12/2004	1/0/1900	220	Fieldwood	50.0%	ACTIVE
EAST CAMERON 2 - (SL LA)	EC 2	16473	SL- LA	WI	7/13/1999	7/15/2015	148	Apache	89.1%	RELINQ
EAST CAMERON 2 - (SL LA)	EC 2	16475	SL- LA	WI	7/19/1999	—	134.75	Apache	89.1%	ACTIVE
\$O Liability	EC 222	G02037	Federal	OP 1	2/1/1971	11/24/2015	5,000	Talos	17.9%	TERMIN
\$O Liability	EC 222	G02037	Federal	OP 2	2/1/1971	11/24/2015	5,000	Talos	17.9%	TERMIN
\$O Liability	EC 229	G34232	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 230	G34233	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 24	G04098	Federal	RT	10/1/1979	2/12/2014	5,000	Apex O&G	18.0%	TERMIN
\$O Liability	EC 24	G04098	Federal	OP 2	10/1/1979	2/12/2014	5,000	Apex O&G	31.3%	TERMIN
\$O Liability	EC 24	G04098	Federal	OP 3	10/1/1979	2/12/2014	5,000	Apex O&G	30.3%	TERMIN
\$O Liability	EC 242	G34234	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 243	G34235	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 261	G00971	Federal	RT	6/1/1962	1/14/2016	5,000	Fieldwood En	100.0%	TERMIN
\$O Liability	EC 263	G33072	Federal	RT	6/1/2009	5/31/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
\$O Liability	EC 264	G01880	Federal	RT	3/1/1969	7/11/2016	5,000	Fieldwood En	100.0%	TERMIN
EAST CAMERON 265 / 278	EC 265	G00972	Federal	RT	6/1/1962	1/30/2019	5,000	Fieldwood En	50.0%	RELINQ
\$O Liability	EC 270	G02045	Federal	RT	1/1/1971	6/7/2013	2,500	Apache	70.0%	TERMIN
EAST CAMERON 265 / 278	EC 278	G00974	Federal	RT	6/1/1962	10/3/2016	5,000	Fieldwood En	50.0%	TERMIN
\$O Liability	EC 292	G34237	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 293	G34238	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 294	G34239	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 310	G34240	Federal	RT	11/1/2012	10/4/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
*No FW lease ownership	EC 328	G10638	Federal	RT	5/1/1989		5,000	Arena Off	100.0%	PROD
\$O Liability	EC 33	G01972	Federal	OP	9/1/1970	2/15/2016	1,250	Merit En	15.6%	TERMIN
*No FW asset ownership	EC 335	G02439	Federal	OP	8/1/1973	6/6/2015	5,000	Energy XXI GOM	14.0%	TERMIN
EAST CAMERON 338	EC 338	G02063	Federal	RT	2/1/1971		5,000	Anadarko US Off	15.7%	PROD
EAST CAMERON 37	EC 37	G25933	Federal	RT	5/1/2004	9/27/2014	2,608	Probe Res US	100.0%	TERMIN
\$O Liability	EC 370	G33073	Federal	RT	6/1/2009	5/31/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
*No FW asset ownership	EC 71	G13576	Federal	RT	9/1/1992		5,000	EC Off Prop	100.0%	SOP
EAST CAMERON 14	EC 9/14	G01440	Federal	RT	4/1/1966		3,152	Fieldwood En	100.0%	PROD
EAST CAMERON 9/14	EC 9/14	G01440	Federal	OP 1	4/1/1966		3,152	Fieldwood En	100.0%	PROD
EUGENE ISLAND 010	EI 10	G23851	Federal	RT	7/1/2002		2,303	Contango Op	50.0%	PROD
EUGENE ISLAND 010	EI 10	G23851	Federal	OP 2	7/1/2002		2,303	Contango Op	50.0%	PROD
\$O Liability	EI 105	G00797	Federal	RT	5/1/1960	12/9/2013	5,000	Fieldwood En	100.0%	TERMIN
EUGENE ISLAND 105/106	EI 106	G17966	Federal	RT A	7/1/1997	8/4/2013	5,000	Apache	50.0%	TERMIN
EUGENE ISLAND 105/106	EI 106	G17966	Federal	RT B	7/1/1997	8/4/2013	5,000	Apache	100.0%	TERMIN
\$O Liability	EI 107	G15241	Federal	RT	9/1/1995	9/1/2013	5,000	Apache	75.0%	TERMIN
\$O Liability	EI 108	G03811	Federal	OP 1	6/1/1978	11/22/2015	5,000	Fieldwood En	60.0%	TERMIN
\$O Liability	EI 108	G03811	Federal	RT A	6/1/1978	11/22/2015	5,000	Fieldwood En	60.0%	TERMIN
\$O Liability	EI 108	G03811	Federal	RT B	6/1/1978	11/22/2015	5,000	Fieldwood En	71.3%	TERMIN
\$O Liability	EI 116	G34292	Federal	RT	9/1/2012	8/31/2017	5,000	Apache Shelf Exp	100.0%	EXPIR
\$O Liability	EI 117	G34293	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EI 118	G15242	Federal	RT A	7/1/1995	12/17/2015	5,000	Black Elk En Off Op	25.0%	TERMIN
\$O Liability	EI 118	G15242	Federal	RT B	7/1/1995	12/17/2015	5,000	Fieldwood En	75.0%	TERMIN
EUGENE IS. 119/120/125/126	EI 119	00049	Federal	RT A	8/28/1945		5,000	Fieldwood En	50.0%	PROD
EUGENE IS. 119/120/125/126	EI 119	00049	Federal	RT B	8/28/1945		5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 119/120/125/126	EI 120	00050	Federal	RT	8/28/1945		5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 119/120/125/126	EI 125	00051	Federal	RT	8/28/1945	—	5,000	Fieldwood En	100.0%	OPERN
EUGENE IS. 119/120/125/126	EI 126	00052	Federal	RT	8/28/1945		5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 119/120/125/126	EI 126	00052	Federal	OP	8/28/1945		5,000	Fieldwood En	75.0%	PROD
\$O Liability	EI 128	G34294	Federal	RT	10/1/2012	9/16/2016	3,427	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EI 131	G33625	Federal	RT	6/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EI 132	G33626	Federal	RT	6/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EI 135	G34296	Federal	RT	10/1/2012	8/26/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
EUGENE IS. 136/158	EI 136	G03152	Federal	RT	7/1/1975		5,000	Fieldwood En	100.0%	PROD
\$O Liability	EI 156	G16353	Federal	OP	6/1/1996	8/24/2014	5,000	Black Elk En Off Op	50.0%	TERMIN
EUGENE IS. 136/158	EI 158	G01220	Federal	RT	6/1/1962		5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 173/174/175	EI 173	G13622	Federal	RT	7/1/1992		5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 173/174/175	EI 174	G03782	Federal	RT	6/1/1978		5,000	Arena Off	100.0%	PROD
EUGENE IS. 173/174/175	EI 174	G03782	Federal	OP	6/1/1978		5,000	Arena Off	30.0%	PROD
EUGENE IS. 173/174/175	EI 175	00438	Federal	OP 1	12/1/1954	—	5,000	Fieldwood En	75.0%	PROD
EUGENE IS. 187/189	EI 187	G10736	Federal	RT	7/1/1989		5,000	Fieldwood En	100.0%	PROD
EUGENE ISLAND 188	EI 188	00443	Federal	RT	1/1/1955	4/30/2010	5,000	Apache	100.0%	TERMIN
EUGENE ISLAND 188	EI 189	00423	Federal	RT	12/1/1954	—	3,750	Fieldwood En	100.0%	PROD
\$O Liability	EI 196	00802	Federal	RT	5/1/1960	3/25/2019	3,516	Fieldwood En	50.0%	RELINQ
\$O Liability	EI 196	00802	Federal	OP	5/1/1960	3/25/2019	3,516	Fieldwood En	100.0%	RELINQ
\$O Liability	EI 196	G13821	Federal	OP 2	5/1/1960	3/22/2019	1,484	Arena Off	100.0%	RELINQ
\$O Liability	EI 196	G13821	Federal	OP 4	5/1/1960	3/22/2019	1,484	Arena Off	100.0%	RELINQ
\$O Liability	EI 20	G34286	Federal	RT	10/1/2012	8/19/2016	3,582	Castex Off	50.0%	RELINQ
\$O Liability	EI 207	G34301	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
*No FW asset ownership	EI 208	00577	Federal	OP	9/1/1955		2,500	ANKOR En	100.0%	PROD
EUGENE IS. 211/212 / SHIP SHOAL 175/176	EI 211	G05502	Federal	RT B	7/1/1983		5,000	Fieldwood En	66.7%	UNIT
EUGENE IS. 211/212 / SHIP SHOAL 175/176	EI 211	G05502	Federal	OP	7/1/1983		5,000	Chevron USA	66.7%	UNIT
EUGENE IS. 211/212 / SHIP SHOAL 175/176	EI 212	G05503	Federal	RT B	7/1/1983		5,000	Fieldwood En	66.7%	UNIT
EUGENE IS. 211/212 / SHIP SHOAL 175/176	EI 212	G05503	Federal	OP	7/1/1983		5,000	Chevron USA	66.7%	UNIT
\$O Liability	EI 216	G34303	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
EUGENE ISLAND 196/217/227	EI 217	G00978	Federal	RT	5/1/1962	3/22/2019	5,000	Arena Off	25.0%	RELINQ
EUGENE IS. 266	EI 224	G05504	Federal	ORRI	7/1/1983		5,000	Castex Off	10.0%	PROD
EUGENE IS. 266	EI 224	G05504	Federal	RT	7/1/1983		5,000	Castex Off	100.0%	PROD
EUGENE ISLAND 196/217/227	EI 227	00809	Federal	RT	5/1/1960	3/25/2019	5,000	Arena Off	50.0%	RELINQ
EUGENE ISLAND 196/217/227	EI 227	G36745	Federal	ORRI	11/1/2019		5,000	Arena Off	6.25%	PRIMRY
EUGENE ISLAND 196/217/227	EI 227	G36745	Federal	ORRI	11/1/2019		5,000	Arena Off	4.17%	PRIMRY
EUGENE ISLAND 224/266	EI 246	00810	Federal	OP 1	5/1/1960		5,000	Fieldwood En	25.0%	UNIT

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
EUGENE ISLAND 224/266	EI 246	00810	Federal	OP 2	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
EUGENE ISLAND 224/266	EI 246	00810	Federal	RT	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
EUGENE ISLAND 224/266	EI 246	00810	Federal	ORRI	5/1/1960	-	5,000	Sanare En Part	6.3%	UNIT
EUGENE ISLAND 255	EI 255	G01958	Federal	RT	1/1/1970		2,500	Cox Op	2.0%	PROD
EUGENE ISLAND 255	EI 255	G01958	Federal	OP 3	1/1/1970		2,500	Cox Op	77.2%	PROD
EUGENE ISLAND 255	EI 255	G01958	Federal	OP 4	1/1/1970		2,500	Cox Op	38.6%	PROD
\$0 Liability	EI 266	00811	Federal	OP 1	5/1/1960		5,000	Fieldwood En	25.0%	UNIT
\$0 Liability	EI 266	00811	Federal	OP 2	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 266	00811	Federal	RT	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 267	00812	Federal	OP	5/1/1960		5,000	Fieldwood En	25.0%	UNIT
\$0 Liability	EI 267	00812	Federal	OP 2	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 267	00812	Federal	RT	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 269	00813	Federal	OP 1	5/1/1960		5,000	Fieldwood En	25.0%	UNIT
\$0 Liability	EI 269	00813	Federal	OP 2	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 269	00813	Federal	RT	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 280	G23876	Federal	RT	5/1/2002	1/19/2014	5,000	Energy XXI GOM	18.8%	TERMIN
\$0 Liability	EI 281	G09591	Federal	RT	5/1/1988	7/5/2016	5,000	Bennu O&G	90.5%	TERMIN
\$0 Liability	EI 281	G09591	Federal	OP 1	5/1/1988	7/5/2016	5,000	Bennu O&G	45.3%	TERMIN
\$0 Liability	EI 281	G09591	Federal	OP 2	5/1/1988	7/5/2016	5,000	Bennu O&G	45.3%	TERMIN
\$0 Liability	EI 281	G09591	Federal	OP 3	5/1/1988	7/5/2016	5,000	Bennu O&G	45.3%	TERMIN
\$0 Liability	EI 282	G09592	Federal	RT	6/1/1988	7/5/2016	5,000	Apache	75.0%	TERMIN
\$0 Liability	EI 282	G09592	Federal	OP 1	6/1/1988	7/5/2016	5,000	Apache	75.0%	TERMIN
\$0 Liability	EI 282	G09592	Federal	OP 2	6/1/1988	7/5/2016	5,000	Apache	75.0%	TERMIN
\$0 Liability	EI 29	G34287	Federal	RT	12/1/2012	11/22/2016	5,000	Apache Shelf Exp	50.0%	RELINQ
EUGENE IS. 307	EI 307	G02110	Federal	OP	2/1/1971	11/4/2019	2,500	Fieldwood En Off	25.0%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	EI 312	G22679	Federal	RT	6/1/2001	8/7/2020	5,000	Fieldwood En	100.0%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	EI 312	G22679	Federal	ORRI	6/1/2001	8/7/2020	5,000	Fieldwood En	8.3%	TERMIN
\$0 Liability	EI 313	G02608	Federal	RT	5/1/1974	6/23/2016	5,000	Arena Off	50.0%	TERMIN
\$0 Liability	EI 313	G02608	Federal	OP 1	5/1/1974	6/23/2016	5,000	Arena Off	50.0%	TERMIN
\$0 Liability	EI 313	G02608	Federal	OP 2	5/1/1974	6/23/2016	5,000	Arena Off	50.0%	TERMIN
EUGENE IS. 315/316/329	EI 315	G02112	Federal	RT	8/1/1974		2,500	Fieldwood En	50.0%	TERMIN
EUGENE IS. 315/316/329	EI 315	G02112	Federal	OP	8/1/1974		2,500	Fieldwood En	50.0%	TERMIN
EUGENE IS. 315/316/329	EI 315	G24912	Federal	RT	5/1/2003		2,500	Fieldwood En	100.0%	PROD
EUGENE IS. 315/316/329	EI 316	G05040	Federal	RT	4/1/1982		5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 315/316/329	EI 329	G02912	Federal	RT	12/1/1974		5,000	Fieldwood En	100.0%	TERMIN
EUGENE IS. 330	EI 330	G02115	Federal	Contractual	1/1/1971		5,000	Fieldwood En	63.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 7	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 6	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 5	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 4	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 3	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 2	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	RT	1/1/1971		5,000	Fieldwood En	42.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	RT	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 7	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 6	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 5	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 4	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 3	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 2	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 333/334	EI 333	G02317	Federal	RT	2/1/1973	8/29/2020	5,000	Fieldwood En	100.0%	TERMIN
EUGENE IS. 333/334	EI 334	G15263	Federal	RT	7/1/1995	8/29/2020	5,000	Fieldwood En	100.0%	TERMIN
EUGENE IS. 337	EI 337	G03332	Federal	RT	3/1/1976		5,000	Fieldwood En	100.0%	UNIT
EUGENE IS. 337	EI 337	G3332	Federal	ORRI	3/1/1976		5,000	Fieldwood En	0.1%	UNIT
EUGENE IS. 337	EI 337	G03332	Federal	OP 4	3/1/1976		5,000	Fieldwood En	98.0%	UNIT
EUGENE IS. 337	EI 337	G03332	Federal	OP 1	3/1/1976		5,000	Fieldwood En	100.0%	UNIT
EUGENE IS. 337	EI 337	G03332	Federal	OP 3	3/1/1976		5,000	Fieldwood En	100.0%	UNIT
EUGENE IS. 342/343	EI 342	G02319	Federal	RT A	2/1/1973		5,000	Fieldwood En	50.0%	TERMIN
EUGENE IS. 342/343	EI 342	G02319	Federal	RT B	2/1/1973		5,000	Fieldwood En	75.0%	TERMIN
EUGENE IS. 342/343	EI 342	G02319	Federal	OP 1	2/1/1973		5,000	Fieldwood En	75.0%	TERMIN
EUGENE IS. 342/343	EI 342	G02319	Federal	OP 2	2/1/1973		5,000	Fieldwood En	61.8%	TERMIN
EUGENE IS. 345/346	EI 345	G21647	Federal	RT	7/1/2000	8/21/2019	5,000	Fieldwood En	50.0%	TERMIN
EUGENE IS. 345/346	EI 346	G14482	Federal	RT	6/1/1994		5,000	Arena Off	100.0%	PROD
EUGENE IS. 353/354	EI 353	G03783	Federal	OP	6/1/1978	8/26/2020	5,000	Fieldwood En	100.0%	TERMIN
EUGENE IS. 337	EI 354	G10752	Federal	RT	5/1/1989		5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 337	EI 354	G10752	Federal	OP	5/1/1989		5,000	Fieldwood En	67.0%	PROD
EUGENE IS. 353/354	EI 361	G02324	Federal	RT	2/1/1973		5,000	Cox Op	12.4%	PROD
EUGENE IS. 53	EI 53	00479	Federal	OP 1	12/1/1954		5,000	EnVen En Vent	66.7%	PROD
EUGENE IS. 53	EI 53	00479	Federal	OP	12/1/1954		5,000	EnVen En Vent	100.0%	PROD
EUGENE ISLAND 57/58	EI 57	G02601	Federal	OP 2	5/1/1974	3/27/2020	5,000	Talos	31.7%	TERMIN
EUGENE ISLAND 57/58	EI 57	G02601	Federal	OP 4	5/1/1974	3/27/2020	5,000	ANKOR En	15.8%	TERMIN
\$0 Liability	EI 88	G10721	Federal	OP	7/1/1989	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
EUGENE ISLAND 88/89/90/93/94/95	EI 89	00044	Federal	OP	8/28/1945	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
EUGENE ISLAND 88/89/90/93/94/95	EI 89	00044	Federal	OP 2	8/28/1945	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
*No FW asset ownership	EI 90	00229	Federal	OP	11/19/1948	2/22/2016	1,250	Fieldwood En	75.0%	TERMIN
\$0 Liability	EI 93	00228	Federal	OP	11/19/1948	2/22/2016	2,500	Fieldwood En	75.0%	TERMIN
\$0 Liability	EI 94	G05488	Federal	OP	7/1/1983	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
\$0 Liability	EI 95	00046	Federal	OP	8/28/1945	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
\$0 Liability	EW 525	G33704	Federal	RT	7/1/2010	6/19/2015	2,420	Apache Shelf Exp	46.9%	RELINQ
\$0 Liability	EW 526	G33134	Federal	RT	6/1/2009	5/31/2014	3,517	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	EW 781	G33137	Federal	RT	6/1/2009	5/31/2014	309	Apache Shelf Exp	100.0%	EXPIR
EWING BANK 826/782 / SOUTH TIMBALIER 291	EW 782	G31470	Federal	RT	12/1/2007		1,093	Fieldwood En	100.0%	PROD
\$0 Liability	EW 789	G33139	Federal	RT	7/1/2009	4/30/2015	5,760	Apache Shelf Exp	100.0%	RELINQ
EWING BANK 826/782 / SOUTH TIMBALIER 291	EW 826	G05800	Federal	RT	7/1/1983		5,760	BP E&P	100.0%	PROD
\$0 Liability	EW 905	G34415	Federal	RT	8/1/2012	7/7/2016	1,007	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	EW 906	G33708	Federal	RT	6/1/2010	4/7/2016	1,084	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	EW 949	G34877	Federal	RT	8/1/2013	7/7/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	EW 950	G33709	Federal	RT	6/1/2010	4/7/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	FM 411	G08361	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
\$0 Liability	FM 412	G08362	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	16.0%	EXPIR
\$0 Liability	FM 455	G08363	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.2%	EXPIR
\$0 Liability	FM 456	G08364	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
\$0 Liability	FM 499	G08365	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
\$0 Liability	FM 500	G08366	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	16.0%	EXPIR
\$0 Liability	FM 543	G08367	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
\$0 Liability	FM 587	G08368	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
GALVESTON 151	GA 151	G15740	Federal	RT	11/1/1995	4/12/2016	4,804	Fieldwood En	33.3%	TERMIN
HIGH IS. 179 / GA 180	GA 180	G03228	Federal	RT	9/1/1975		5,760	Fieldwood En	100.0%	UNIT
HIGH ISLAND 179	GA 192	G03229	Federal	CONT	9/1/1975		5,760	Arena Off	90.0%	UNIT
GALVESTON 210	GA 210	G25524	Federal	OP 1	12/1/2003		5,760	Fieldwood En	83.3%	PROD
GALVESTON 210	GA 210	G25524	Federal	OP 3	12/1/2003		5,760	Fieldwood En	66.7%	PROD
GALVESTON 210	GA 210	G25524	Federal	RT	12/1/2003		5,760	Fieldwood En	66.7%	PROD
GALVESTON 210	GA 210	G25524	Federal	OP	12/1/2003		5,760	Fieldwood En	83.3%	PROD
\$0 Liability	GA 343	G06105	Federal	RT	10/1/1983	1/19/2014	5,760	Black Elk En Off Op	12.5%	TERMIN
\$0 Liability	GA 343	G06105	Federal	OP	10/1/1983	1/19/2014	5,760	Black Elk En Off Op	37.5%	TERMIN
\$0 Liability	GB 85	G34515	Federal	RT	8/1/2012	7/7/2016	4,450	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	GI 104	G33671	Federal	RT	7/1/2010	6/10/2015	5,000	Apache Shelf Exp	46.9%	RELINQ
GRAND ISLE 110/116	GI 110	G13943	Federal	RT	8/1/1993		5,000	Fieldwood En	50.0%	UNIT
GRAND ISLE 110/116	GI 116	G13944	Federal	RT	7/1/1993		5,000	Fieldwood En	50.0%	UNIT
\$0 Liability	GI 117	G32232	Federal	RT	8/1/2008	7/31/2013	4,540	Apache	100.0%	EXPIR
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 32	00174	Federal	RT	7/17/1948		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 32	00174	Federal	OP 2	7/17/1948		2,500	GOM Shelf	37.5%	UNIT

Exhibit I-A(i)

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
\$0 Liability	GI 32	G01580	Federal	RT	7/1/1967	3/15/2016	2,500	BP Am Prod	75.0%	TERMIN
\$0 Liability	GI 32	G01580	Federal	OP	7/1/1967	3/15/2016	2,500	BP Am Prod	37.5%	TERMIN
\$0 Liability	GI 33	G04002	Federal	RT	3/1/1979	2/24/2017	5,000	Fieldwood En	100.0%	RELINQ
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 39	00127	Federal	RT	4/21/1947		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 39	00127	Federal	OP 2	4/21/1947		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 39	00126	Federal	RT	4/21/1947		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 39	00126	Federal	OP 2	4/21/1947		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 40	00128	Federal	RT	4/21/1947		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 40	00128	Federal	OP 2	4/21/1947		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 41	00129	Federal	RT	4/21/1947		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 41	00129	Federal	OP 2	4/21/1947		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 41	00130	Federal	RT	4/21/1947		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 41	00130	Federal	OP 2	4/21/1947		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 42	00131	Federal	RT	4/21/1947		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 42	00131	Federal	OP 2	4/21/1947		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 43	00175	Federal	RT	7/17/1948	-	5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 43	00175	Federal	OP 2	7/17/1948	-	5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 44	00176	Federal	RT	7/17/1948		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 44	00176	Federal	OP 2	7/17/1948		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 46	00132	Federal	RT	4/21/1947		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 46	00132	Federal	OP 2	4/21/1947		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 47	00133	Federal	RT	4/21/1947		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 47	00133	Federal	OP 2	4/21/1947		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 48	00134	Federal	RT	4/21/1947		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 48	00134	Federal	OP 2	4/21/1947		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 52	00177	Federal	RT	7/17/1948		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 52	00177	Federal	OP 1	7/17/1948		2,500	GOM Shelf	50.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 52	00177	Federal	OP 1	7/17/1948		2,500	GOM Shelf	50.0%	UNIT
\$0 Liability	GI 54	G27173	Federal	RT	7/1/2005	2/12/2017	5,000	Fieldwood En	50.0%	TERMIN
GRAND ISLE 76	GI 76	G02161	Federal	RT	10/1/1972	9/18/2019	5,000	Fieldwood En	95.8%	RELINQ
\$0 Liability	GI 90	G04003	Federal	RT	3/1/1979	4/18/2016	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	GI 90	G04003	Federal	OP 1	3/1/1979	4/18/2016	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	GI 90	G04003	Federal	OP 2	3/1/1979	4/18/2016	5,000	Fieldwood En	50.0%	TERMIN
\$0 Liability	GI 90	G04003	Federal	OP 4	3/1/1979	4/18/2016	5,000	Fieldwood En	50.0%	TERMIN
\$0 Liability	GI 90	G04003	Federal	OP 5	3/1/1979	4/18/2016	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	GI 90	G04003	Federal	OP 6	3/1/1979	4/18/2016	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	GI 93	G02628	Federal	RT	5/1/1974	12/4/2014	5,000	BP E&P	100.0%	TERMIN
\$0 Liability	GI 93	G02628	Federal	OP	5/1/1974	12/4/2014	5,000	BP E&P	100.0%	TERMIN
GRAND ISLE 90/94	GI 94	G02163	Federal	RT	11/1/1972	7/27/2017	4,540	Fieldwood En	100.0%	RELINQ
GRAND ISLE 90/94	GI 94	G02163	Federal	OP	11/1/1972	7/27/2017	4,540	Fieldwood En	100.0%	RELINQ
\$0 Liability	HI 98	G34354	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
HIGH IS. 110/111	HI 110	G02353	Federal	RT	8/1/1973	5/31/2019	5,760	W & T Off	20.0%	TERMIN
HIGH IS. 110/111	HI 111	G02354	Federal	RT	8/1/1973	4/30/2019	5,760	W & T Off	20.0%	TERMIN
\$0 Liability	HI 114	G32747	Federal	RT	12/1/2008	11/30/2013	5,760	Apache Shelf Exp	100.0%	EXPIR
HIGH IS. 116	HI 116	G06156	Federal	RT	10/1/1983	2/25/2015	5,760	Fieldwood En	100.0%	TERMIN
HIGH IS. 129	HI 129	G01848	Federal	RT	6/1/1968		5,760	Fieldwood En	90.0%	PROD
HIGH IS. 129	HI 129	G01848	Federal	ORRI	6/1/1968			Fieldwood En	10.4%	PROD
\$0 Liability	HI 132	G32748	Federal	RT	12/1/2008	11/30/2013	5,760	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	HI 140	00518	Federal	OP	1/1/1955	2/10/2015	5,760	Black Elk En Off Op	50.0%	TERMIN
\$0 Liability	HI 163	G22236	Federal	RT	12/1/2000	5/31/2015	5,760	Fieldwood En	70.0%	TERMIN
HIGH ISLAND 176	HI 176	G06164	Federal	OPRTS Cont	10/1/1983	12/1/2002	5,760	Apache	49.5%	TERMIN
HIGH IS. 179 / GA 180	HI 179	G03236	Federal	RT	9/1/1975		5,760	Cox Op	100.0%	UNIT
HIGH ISLAND 179	HI 193	G03237	Federal	CONT	9/1/1975		5,760	Arena Off	90.0%	UNIT
\$0 Liability	HI 194	G06166	Federal	RT	10/1/1983	7/21/2013	5,760	Apache	100.0%	TERMIN
\$0 Liability	HI 194	G06166	Federal	OP	10/1/1983	7/21/2013	5,760	Apache	45.0%	TERMIN
\$0 Liability	HI 201	G23199	Federal	OP	12/1/2001	10/5/2014	5,760	Apache Shelf	37.6%	TERMIN
HIGH IS. 206	HI 206	G20660	Federal	RT	1/1/1999		5,760	Fieldwood En	100.0%	PROD
HIGH ISLAND 45	HI 45	G12564	Federal	RT	10/1/1990	3/8/2015	4,367	Fieldwood En	16.7%	TERMIN
HIGH ISLAND 45	HI 45	G12564	Federal	OP 1	10/1/1990	3/8/2015	4,367	Fieldwood En	15.0%	TERMIN
HIGH ISLAND 45	HI 45	G12564	Federal	OP 2	10/1/1990	3/8/2015	4,367	Fieldwood En	33.3%	TERMIN
\$0 Liability	HI 52	00508	Federal	RT	1/1/1955	9/24/2013	1,440	SandRidge En Off	75.0%	TERMIN
\$0 Liability	HI 52	00509	Federal	RT	1/1/1955	9/24/2013	1,440	Apache	75.0%	TERMIN
\$0 Liability	HI 52	00511	Federal	RT	1/1/1955	9/24/2013	1,440	Apache	75.0%	TERMIN
\$0 Liability	HI 53	00513	Federal	RT	1/1/1955	9/24/2013	180	Phoenix Exp	75.0%	TERMIN
\$0 Liability	HI 53	00740	Federal	RT	4/1/1960	9/24/2013	1,440	Apache	75.0%	TERMIN
\$0 Liability	HI A-133	G32760	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A-145	G32761	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A-146	G32762	Federal	RT	11/1/2008	10/31/2013	5,760	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	HI A-148	G32763	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A-160	G32764	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A-171	G30679	Federal	RT	12/1/2006	8/9/2014	5,760	Walter O&G	33.3%	TERMIN
\$0 Liability	HI A-326	G32777	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
HIGH IS. A-334	HI A-334	G02423	Federal	RT	8/1/1973	2/27/2014	5,760	Fieldwood En	38.9%	TERMIN
HIGH IS. A-341	HI A-341	G25605	Federal	RT	12/1/2003		5,760	Fieldwood En	60.0%	PROD
\$0 Liability	HI A-350	G02428	Federal	RT	8/1/1973	7/24/2013	4,345	Apache	100.0%	RELINQ
\$0 Liability	HI A360	G34677	Federal	RT	3/1/2013	2/18/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	HI A361	G34678	Federal	RT	3/1/2013	2/24/2017	5,760	Fieldwood En	100.0%	RELINQ
\$0 Liability	HI A363	G33413	Federal	RT	10/1/2009	9/30/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
HIGH IS. A-365/A-376	HI A-365	G02750	Federal	RT	7/1/1974		5,760	Fieldwood En	53.1%	PROD
HIGH IS. A-365/A-376	HI A-376	G02754	Federal	OP 1	7/1/1974		5,760	Fieldwood En	100.0%	PROD
HIGH IS. A-365/A-376	HI A-376	G02754	Federal	RT	7/1/1974		5,760	Fieldwood En	44.4%	PROD
HIGH IS. A-365/A-376	HI A-376	G2754	Federal	ORRI	7/1/1974			Fieldwood En	1.2%	PROD
HIGH IS. A-365/A-376	HI A-376	G2754	Federal	ORRI	7/1/1974			Fieldwood En	6.0%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-382	G02757	Federal	RT	7/1/1974		5,760	Fieldwood En	72.4%	PROD
\$0 Liability	HI A406	G32767	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A430	G33412	Federal	RT	10/1/2009	9/30/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
HIGH ISLAND A-442	HI A442	G11383	Federal	OP	11/1/1989	3/27/2017	5,760	Northstar Off Grp	22.7%	TERMIN
\$0 Liability	HI A454	G32769	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A457	G32770	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
HIGH IS. A-474	HI A-474	G02366	Federal	RT	8/1/1973	2/28/2017	5,760	McMoran O&G	10.0%	TERMIN
HIGH ISLAND A-474/489	HI A-475	G02367	Federal	CONT	8/1/1973	12/25/1999	5,760	McMoran O&G	10.0%	TERMIN
HIGH IS. A-474	HI A-489	G02372	Federal	RT	8/1/1973	2/28/2017	5,760	McMoran O&G	8.5%	TERMIN
Ex N	HI A537	G02698	Federal	CONT	5/29/1974	11/2/2016		McMoran O&G		TERMIN
HIGH IS. A-545	HI A545	G17199	Federal	OP	1/1/1997	6/30/2019	5,760	Fieldwood En	60.0%	TERMIN
HIGH IS. A-573 (382/572/573/595/596)	HI A-572	G02392	Federal	RT	8/1/1973	5/18/2006	5,760	Apache	72.4%	TERMIN
HIGH IS. A-573 (382/572/573/595/596)	HI A-573	G02393	Federal	RT	8/1/1973		5,760	Fieldwood En	72.4%	PROD
HIGH IS. A-563 (563/564/581/582)	HI A-581	G18959	Federal	CONT	8/27/1997	7/1/2005		Cox Op	24.7%	TERMIN
HIGH IS. A-563 (563/564/581/582)	HI A582	G02719	Federal	RT	7/1/1974		5,760	Cox Op	24.7%	PROD
HIGH IS. A-563 (563/564/581/582)	HI A-582	G02719	Federal	OP 1	7/1/1974		5,760	Cox Op	15.5%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-595	G02721	Federal	RT	7/1/1974		5,760	Fieldwood En	72.4%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-596	G02722	Federal	RT	7/1/1974		5,760	Fieldwood En	72.4%	PROD
MISSISSIPPI CANYON 109	MC 108	G09777	Federal	RT	7/1/1988		5,760	BP E&P	75.2%	PROD
MISSISSIPPI CANYON 109	MC 108	G09777	Federal	OP	7/1/1988		5,760	BP E&P	75.2%	PROD
MISSISSIPPI CANYON 109	MC 110	G18192	Federal	RT	8/1/1997		5,760	Fieldwood En	50.0%	PROD
MISSISSIPPI CANYON 109	MC 110	G18192	Federal	ORRI	8/1/1997			Fieldwood En	3.9%	PROD
MISSISSIPPI CANYON 21/65	MC 21	G28351	Federal	ORRI	7/1/1995		4,445	ANKOR En	3.0%	PROD
MISSISSIPPI CANYON 311	MC 311	G02968	Federal	RT	12/1/1974		5,760	Fieldwood En	100.0%	PROD
MISSISSIPPI CANYON 21/65	MC 65	G21742	Federal	RT	6/1/2000		5,760	ANKOR En	100.0%	PROD
MISSISSIPPI CANYON 21/65	MC 65	G21742	Federal	ORRI	6/1/2000			ANKOR En	13.0%	PROD
MATAGORDA ISLAND 519 FED / SL TX	MI 486	MF88560	SL - TX	WI	10/5/1982	9/1/2019	1,440	Fieldwood</		

Exhibit I-A(i)

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
MATAGORDA ISLAND 519 FED / SL TX	MI 518	MF80522	SL - TX	WI	10/2/1979	9/1/2019	85	Fieldwood	100.0%	EXPIRED
MATAGORDA ISLAND 519 FED / SL TX	MI 519	MF-79413	SL - TX	WI	2/6/1979	-	739	Fieldwood	100.0%	SI
MATAGORDA IS. 622/623/635/636	MI 622	G05000	Federal	RT	4/1/1982	8/23/2018	5,760	Fieldwood En	81.0%	TERMIN
MATAGORDA IS. 622/623/635/636	MI 622	G05000	Federal	OP	4/1/1982	8/23/2018	5,760	BP E&P	37.5%	TERMIN
MATAGORDA IS. 622/623/635/636	MI 623	G03088	Federal	RT	4/1/1975	8/23/2018	5,760	Fieldwood En	81.0%	TERMIN
MATAGORDA IS. 622/623/635/636	MI 623	G03088	Federal	OP	4/1/1975	8/23/2018	5,760	BP E&P	37.5%	TERMIN
MATAGORDA IS. 622/623/635/636	MI 635	G06043	Federal	RT	10/1/1983	8/23/2018	5,760	Fieldwood En	81.0%	TERMIN
MATAGORDA IS. 622/623/635/636	MI 635	G06043	Federal	OP	10/1/1983	8/23/2018	5,760	BP E&P	37.5%	TERMIN
\$0 Liability	MI 636	G34670	Federal	RT	4/1/2013	3/25/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MI 652	G34022	Federal	RT	2/1/2012	1/31/2017	5,760	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	MI 681	G04703	Federal	RT	9/1/1981	2/25/2014	5,760	Fieldwood En	100.0%	TERMIN
\$0 Liability	MI 685	G04548	Federal	RT	1/1/1981	12/22/2014	5,760	EOG Res	50.0%	TERMIN
\$0 Liability	MI 685	G04548	Federal	OP	1/1/1981	12/22/2014	5,760	EOG Res	2.5%	TERMIN
\$0 Liability	MI 703	G03733	Federal	RT	6/1/1978	2/26/2014	5,760	Fieldwood En	100.0%	TERMIN
\$0 Liability	MI 703	G03733	Federal	OP 1	6/1/1978	2/26/2014	5,760	Fieldwood En	100.0%	TERMIN
\$0 Liability	MI 703	G03733	Federal	OP 2	6/1/1978	2/26/2014	5,760	Fieldwood En	100.0%	TERMIN
\$0 Liability	MI 772	MF93351	SL - TX	WI	2/7/1989	1/1/2017	704	Fieldwood	100.0%	TERMINATED
\$0 Liability	MO 820	G34403	Federal	RT	8/1/2012	7/7/2016	3,347	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MO 821	G05058	Federal	RT	4/1/1982	9/19/2014	4,028	Fieldwood En	100.0%	TERMIN
	MO 821	STATE OF ALABAMA 627	SL - AL	WI	8/14/1984	1/1/2019	2,511	Fieldwood	100.0%	TERMINATED
MOBILE BAY 826	MO 826	G26176	Federal	RT	7/1/2004		1,430	Fieldwood En	75.0%	PROD
\$0 Liability	MO 871	G32272	Federal	RT	8/1/2008	7/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	MO 913	G33131	Federal	RT	6/1/2009	5/31/2014	5,760	Apache Shelf Exp	75.0%	EXPIR
\$0 Liability	MO 914	G33132	Federal	RT	6/1/2009	5/31/2014	5,760	Apache Shelf Exp	75.0%	EXPIR
	MP 120	G3197	Federal	ORRI	7/1/1975			Arena Off	2.0%	PROD
	MP 120	G03197	Federal	ORRI	5/28/1975			Arena Off	2.0%	PROD
\$0 Liability	MP 134	G34375	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 135	G34376	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 136	G34377	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 137	G34378	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
MAIN PASS 140	MP 140	G02193	Federal	RT	10/1/1972		4,995	Fieldwood En	65.0%	PROD
\$0 Liability	MP 143	G34380	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 146	G34860	Federal	RT	7/1/2013	6/21/2017	4,561	Apache Shelf Exp	75.0%	RELINQ
\$0 Liability	MP 147	G34861	Federal	RT	7/1/2013	6/21/2017	4,561	Apache Shelf Exp	75.0%	RELINQ
\$0 Liability	MP 148	G34381	Federal	RT	11/1/2012	10/4/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 149	G34382	Federal	RT	11/1/2012	10/4/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 150	G34862	Federal	RT	7/1/2013	6/21/2017	5,000	Apache Shelf Exp	75.0%	RELINQ
SOUTH PASS 64/65 / MAIN PASS 152/153	MP 152	G01966	Federal	RT	1/1/1970		4,978	Fieldwood En	50.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	MP 152	G01966	Federal	OP	1/1/1970		4,978	Fieldwood En	75.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	MP 153	G01967	Federal	RT	1/1/1970		5,000	Fieldwood En	50.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	MP 153	G01967	Federal	OP	1/1/1970		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	MP 166	G26152	Federal	RT	7/1/2004	11/3/2014	4,995	Fieldwood En	100.0%	TERMIN
\$0 Liability	MP 175	G08753	Federal	OP	8/1/1987	9/1/2013	4,995	Tana Exp	21.2%	TERMIN
\$0 Liability	MP 255	G07825	Federal	RT	8/1/1985	3/9/2014	4,995	Fieldwood En	52.4%	TERMIN
MAIN PASS 259/260 / VIOSCA KNOLL 693/694	MP 259	G07827	Federal	RT	9/1/1985	7/11/2020	4,995	Fieldwood En	56.9%	TERMIN
MAIN PASS 259/260 / VIOSCA KNOLL 693/694	MP 260	G07828	Federal	RT	9/1/1985	7/11/2020	4,995	Fieldwood En	56.9%	TERMIN
MAIN PASS 270	MP 270	G22812	Federal	ORRI	7/1/2001		4,995	Castex Off	1.0%	UNIT
\$0 Liability	MP 271	G34388	Federal	RT	10/1/2012	9/30/2017	4,995	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	MP 272	G34865	Federal	RT	7/1/2013	6/21/2017	4,995	Apache Shelf Exp	75.0%	RELINQ
*No FW lease ownership	MP 273	G33690	Federal	RT	7/1/2010		4,995	Castex Off	37.5%	UNIT
\$0 Liability	MP 274	G33691	Federal	RT	7/1/2010	6/30/2015	4,995	Castex Off	37.5%	EXPIR
MAIN PASS 270/275/289/290	MP 275	G15395	Federal	RT	9/1/1995		4,995	Fieldwood En	100.0%	PROD
MAIN PASS 270/275/289/290	MP 275	G15395	Federal	ORRI	9/1/1995			Fieldwood En	8.3%	PROD
*No FW asset ownership	MP 281	G10910	Federal	RT	7/1/1989		4,995	EnVen En Vent	50.0%	PROD
*No FW asset ownership	MP 281	G10910	Federal	OP	7/1/1989		4,995	EnVen En Vent	30.0%	PROD
	MP 281	G10910	Federal	ORRI	7/1/1989			EnVen En Vent	3.1%	PROD
MAIN PASS 270/275/289/290	MP 289	G01666	Federal	RT	7/1/1967		4,561	Fieldwood En	100.0%	PROD
\$0 Liability	MP 290	G34866	Federal	RT	7/1/2013	6/21/2017	4,561	Apache Shelf Exp	75.0%	RELINQ
MAIN PASS 275/289/290	MP 290	G01667	Federal	RT	7/1/1967	11/22/2012	4,561	Apache	100.0%	TERMIN
\$0 Liability	MP 291	G34391	Federal	RT	11/1/2012	10/31/2017	4,561	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	MP 292	G34392	Federal	RT	11/1/2012	10/4/2016	4,561	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 293	G34393	Federal	RT	11/1/2012	10/31/2017	4,561	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	MP 294	G34394	Federal	RT	11/1/2012	10/4/2016	4,561	Apache Shelf Exp	100.0%	RELINQ
MAIN PASS 295	MP 295	G32263	Federal	CONT	8/1/2008	7/31/2015	4,561	Fieldwood En	37.5%	TERMIN
MAIN PASS 296/303/304	MP 296	G01673	Federal	RT	6/1/1967		4,561	GOM Shelf	50.0%	UNIT
MAIN PASS 296/303/304	MP 296	G01673	Federal	OP	6/1/1967		4,561	GOM Shelf	25.0%	UNIT
\$0 Liability	MP 297	G34395	Federal	RT	11/1/2012	10/4/2016	4,561	Apache Shelf Exp	100.0%	RELINQ
MAIN PASS 300/301	MP 300	G01317	Federal	OP	6/1/1962		4,561	Cantium	10.4%	UNIT
MAIN PASS 300/301	MP 301	G04486	Federal	OP 1	11/1/1980	8/23/2019	5,000	Walter O&G	10.4%	TERMIN
MAIN PASS 300/301	MP 301	G04486	Federal	OP 2	11/1/1980	8/23/2019	5,000	Walter O&G	6.3%	TERMIN
MAIN PASS 300/301	MP 301	G04486	Federal	OP 3	11/1/1980	8/23/2019	5,000	Walter O&G	10.4%	TERMIN
MAIN PASS 300/301	MP 301	G04486	Federal	RT	11/1/1980	8/23/2019	5,000	Walter O&G	10.4%	TERMIN
MAIN PASS 311/312	MP 302	G32264	Federal	RT	7/1/2008		5,000	GOM Shelf	100.0%	PROD
MAIN PASS 296/303/304	MP 303	G04253	Federal	OP 1	12/1/1979		5,000	Fieldwood En	25.0%	UNIT
MAIN PASS 296/303/304	MP 303	G04253	Federal	RT	12/1/1979		5,000	Fieldwood En	100.0%	UNIT
MAIN PASS 308/309/310	MP 304	G03339	Federal	OP	4/1/1976		5,000	ConocoPhillips	100.0%	UNIT
\$0 Liability	MP 305	G34396	Federal	RT	12/1/2012	11/22/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
MAIN PASS 308/309/310	MP 308	G32265	Federal	RT	8/1/2008		5,000	Fieldwood En	100.0%	PROD
MAIN PASS 308/309/310	MP 309	G08760	Federal	RT	6/1/1987		5,000	Fieldwood En	100.0%	PROD
MAIN PASS 308/309/310	MP 310	G04126	Federal	RT	10/1/1979		5,000	Fieldwood En	100.0%	UNIT
MAIN PASS 311/312	MP 311	G02213	Federal	RT	11/1/1972		5,000	GOM Shelf	50.0%	PROD
MAIN PASS 311/312	MP 311	G02213	Federal	OP	11/1/1972		5,000	GOM Shelf	25.0%	PROD
MAIN PASS 311/312	MP 312	G16520	Federal	RT	7/1/1996		5,000	Fieldwood En	100.0%	PROD
MAIN PASS 311/312	MP 314	G33693	Federal	OP	7/1/2010	6/30/2015	5,000	Apache Shelf Exp	80.0%	EXPIR
MAIN PASS 308/309/310	MP 315	G08467	Federal	RT	7/1/1986		5,000	Fieldwood En	100.0%	PROD
MAIN PASS 308/309/310	MP 315	G08467	Federal	OP 3	7/1/1986		5,000	Fieldwood En	100.0%	PROD
MAIN PASS 308/309/310	MP 315	G08467	Federal	OP 1	7/1/1986		5,000	Fieldwood En	80.0%	PROD
	MP 5	SL13890	SL - LA	WI			26	Apache	50.0%	TERMIN
MAIN PASS 59	MP 59	G03194	Federal	OP	7/1/1975		1,406	Cantium	37.5%	UNIT
MAIN PASS 59	MP 59	G08461	Federal	OP	7/1/1986		2,340	Cantium	37.5%	UNIT
	MP 6	SL03771	SL - LA	WI	4/26/1961	6/28/2012	1,067	Apache	50.0%	TERMIN
	MP 6	SL13580	SL - LA	WI			287	Apache	50.0%	TERMIN
	MP 6	SL13891	SL - LA	WI			270	Apache	50.0%	TERMIN
MAIN PASS 64	MP 64	G04909	Federal	ORRI	12/1/1981		4,988	Sanare En Part	4.2%	UNIT
	MP 7	SL03773	SL - LA	WI	4/26/1961	6/28/2012	-	Apache	50.0%	TERMIN
	MP 7	SL13892	SL - LA	WI			44	Apache	50.0%	TERMIN
\$0 Liability	MP 74	G34857	Federal	RT	8/1/2013	7/7/2016	1,733	Apache Shelf Exp	75.0%	RELINQ
MAIN PASS 77	MP 77	G04481	Federal	RT	11/1/1980		4,655	Fieldwood En Off	26.2%	RELINQ
MAIN PASS 77	MP 77/78	G04481	Federal	OP	11/1/1980		4,655	Fieldwood En Off	23.5%	RELINQ
MAIN PASS 6/7 FED / SL LA	MP 91	G14576	Federal	RT	5/1/1994	3/18/2008	1,017	Apache	100.0%	TERMIN
	MU 883	MF98761	SL - TX	WI		10/1/2012		Apache	100.0%	TERMIN
MUSTANG ISLAND A-111	MU A-111	G03068	Federal	RT	4/1/1975	1/12/2013	5,760	Apache	100.0%	TERMIN
\$0 Liability	MU A133	G33392	Federal	RT	10/1/2009	9/30/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	MU A134	G32724	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
MUSTANG ISLAND A-85	MU A85	G03061	Federal	RT	4/1/1975		5,760	EnVen En Vent	53.3%	PROD
\$0 Liability	PE 881	G06390	Federal	OP	2/1/1984	10/17/2013	5,760	ConocoPhillips	18.8%	TERMIN
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	PL 1	G04234	Federal	RT	1/1/1980	7/10/2020	1,568	Fieldwood En	100.0%	TERMIN
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	PL 10	G02925	Federal	RT	12/1/1974	7/26/2020	5,000	Fieldwood En	100.0%	TERMIN
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	PL 11	00071	Federal	RT	9/12/1946	9/8/2020	5,000	Fieldwood En	100.0%	RELINQ
SOUTH PELTO 13	PL 13	G03171	Federal	RT	7/1/1975	5/23/2018	5,000	ANKOR En	12.5%	TERMIN
SOUTH PELTO 13	PL 13	G03171	Federal	OP 1	7/1/1975	5/23/2018	391	ANKOR En	12.5%	TERMIN
SOUTH PELTO 13	PL 13	G03171	Federal	OP 2	7/1/1975	5/23/2018	3,906	ANKOR En	12.5%	TERMIN

Exhibit I-A(i)

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
SOUTH PELTO 13	PL 13	G03171	Federal	OP 3	7/1/1975	5/23/2018	703	ANKOR En	4.4%	TERMIN
SOUTH PELTO 13	PL 13	G03171	Federal	OP 5	7/1/1975	5/23/2018	391	ANKOR En	12.5%	TERMIN
SOUTH PELTO 25	PL 25	G14535	Federal	RT	7/1/1994	7/30/2019	5,000	Fieldwood En	100.0%	TERMIN
*No FW asset ownership	PL 5	G12027	Federal	RT	6/1/1990	5/13/2019	5,000	Talos En Off	100.0%	RELINQ
\$0 Liability	PL 6	G09651	Federal	RT	5/1/1988	7/12/2017	5,000	Walter O&G	100.0%	RELINQ
\$0 Liability	PL 6	G09651	Federal	OP 1	5/1/1988	7/12/2017	5,000	Walter O&G	35.0%	RELINQ
\$0 Liability	PL 6	G09651	Federal	OP 2	5/1/1988	7/12/2017	5,000	Walter O&G	65.0%	RELINQ
\$0 Liability	PL 8	G03587	Federal	RT	8/1/1977	6/19/2018	5,000	ANKOR En	12.5%	TERMIN
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	PL 9	G02924	Federal	RT	12/1/1974	7/26/2020	5,000	Fieldwood En	100.0%	TERMIN
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	PL 9	G02924	Federal	OP	12/1/1974	7/26/2020	5,000	Fieldwood En	50.0%	TERMIN
	PN 883	MF100410	SL - TX	WI	10/6/1998	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 883	MF100411	SL - TX	WI	10/6/1998	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 883	MF100412	SL - TX	WI	10/6/1998	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 883	MF101898	SL - TX	WI	10/6/1998	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 883	MF96146	SL - TX	WI	10/4/1994	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 883	MF96147	SL - TX	WI	10/4/1994	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 883	SL96146	SL - TX	WI	10/4/1994	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 899L	MF100413	SL - TX	WI	10/6/1998	1/0/1900	375	Fieldwood	35.0%	ACTIVE
	PN 899L	MF100414	SL - TX	WI	10/6/1998	1/0/1900	360	Fieldwood	35.0%	ACTIVE
NORTH PADRE ISLAND 969	PN 969	G05953	Federal	RT	10/1/1983	6/30/2015	5,760	Peregrine O&G II	8.3%	TERMIN
NORTH PADRE ISLAND 969	PN 976	G05954	Federal	RT	10/1/1983	6/30/2015	5,760	Peregrine O&G II	8.3%	TERMIN
\$0 Liability	SA 10	G03958	Federal	RT	3/1/1979	12/29/2017	3,144	Fieldwood En	92.3%	TERMIN
\$0 Liability	SA 10	G03958	Federal	OP	3/1/1979	12/29/2017	3,144	Fieldwood En	20.0%	TERMIN
*No FW asset ownership	SA 13	G03959	Federal	OP	3/1/1979	1/16/2020	5,000	Renaissance Off	50.0%	TERMIN
SOUTH MARSH IS. 10/18	SM 10	G01181	Federal	RT	4/1/1962	1/6/2019	5,000	Fieldwood En	100.0%	TERMIN
SOUTH MARSH IS. 105/106	SM 105	G17938	Federal	RT	8/1/1997		5,000	Fieldwood En	100.0%	PROD
SOUTH MARSH IS. 105/106	SM 106	G02279	Federal	RT	2/1/1973	11/19/2015	2,500	Fieldwood En	100.0%	TERMIN
SOUTH MARSH IS. 105/106	SM 106	G03776	Federal	RT	6/1/1978		2,500	Fieldwood En	100.0%	PROD
SOUTH MARSH ISLAND 107/108	SM 108	00792	Federal	RT	5/1/1960	-	5,000	Talos En Off	25.0%	PROD
SOUTH MARSH ISLAND 107/108	SM 108	00792	Federal	OP	5/1/1960	-	5,000	Talos En Off	12.5%	PROD
SOUTH MARSH IS. 10/18	SM 11	G01182	Federal	RT	3/1/1962		5,000	Fieldwood En	100.0%	TERMIN
SOUTH MARSH IS. 127/128	SM 127	G02883	Federal	RT	12/1/1974		2,784	Fieldwood En	66.7%	PROD
SOUTH MARSH IS. 127/128	SM 127	G02883	Federal	OP 2	12/1/1974		2,784	Fieldwood En	33.3%	PROD
SOUTH MARSH IS. 127/128	SM 127	G02883	Federal	RT	12/1/1974		2,784	Fieldwood En	17.3%	PROD
SOUTH MARSH IS. 127/128	SM 127	G02883	Federal	OP 2	12/1/1974		2,784	Fieldwood En	8.7%	PROD
SOUTH MARSH IS. 127/128	SM 128	G02587	Federal	RT	5/1/1974		5,000	Fieldwood En	66.7%	PROD
SOUTH MARSH IS. 127/128	SM 128	G02587	Federal	RT	5/1/1974		5,000	Fieldwood En	17.3%	PROD
SOUTH MARSH IS. 132	SM 132	G02282	Federal	RT	2/1/1973	4/1/2016	5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 135	G19776	Federal	RT	5/1/1998	2/18/2012	3,293	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 136	G02588	Federal	RT	5/1/1974	8/4/2019	2,500	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 137	G02589	Federal	RT	5/1/1974	6/30/2015	5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH ISLAND 141	SM 141	G02885	Federal	OP 2	12/1/1974	4/1/2016	5,000	Fieldwood En	66.7%	TERMIN
SOUTH MARSH ISLAND 141	SM 141	G02885	Federal	RT	12/1/1974	4/1/2016	5,000	Fieldwood En	77.6%	TERMIN
SOUTH MARSH ISLAND 141	SM 141	G02885	Federal	OP 2	12/1/1974	4/1/2016	5,000	Fieldwood En	17.3%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 149	G02592	Federal	RT	5/1/1974		2,500	Fieldwood En	50.0%	PROD
SOUTH MARSH IS. 136/137/149/150	SM 150	G16325	Federal	RT	6/1/1996	5/22/2018	3,329	Fieldwood En	50.0%	RELINQ
SOUTH MARSH ISLAND 161	SM 161	G04809	Federal	RT	9/1/1981		5,000	Fieldwood En	100.0%	PROD
\$0 Liability	SM 171	G34273	Federal	RT	9/1/2012	8/31/2017	5,000	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	SM 172	G34274	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SM 177	G34275	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SM 178	G34276	Federal	RT	9/1/2012	8/31/2017	5,000	Apache Shelf Exp	100.0%	EXPIR
SOUTH MARSH IS. 10/18	SM 18	G08680	Federal	RT	6/1/1987	11/3/2019	5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 10/18	SM 18	G08680	Federal	OP	6/1/1987	11/3/2019	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	SM 188	G34277	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SM 189	G34278	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SM 193	G34279	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SM 195	G21108	Federal	ORRI	6/1/1999	12/27/2015		Tarpon O&D	4.0%	TERMIN
	SM 236	G4437	Federal	ORRI	11/1/1980			Cox Op	4.4%	UNIT
SOUTH MARSH IS. 241	SM 241	00310	Federal	RT	2/7/1936	-	114,601	Cox Op	60.0%	UNIT
SOUTH MARSH IS. 241	SM 241	00310	Federal	OP	2/7/1936	-	114,601	Cox Op	60.0%	UNIT
SOUTH MARSH IS. 241	SM 241	00310	Federal	Unit	2/7/1936	-	114,601	Cox Op	16.0%	UNIT
Ex N	SM 268	G02310	Federal	CONT	12/19/1972	9/7/2009		Apache	69.9%	TERMIN
\$0 Liability	SM 268	G34284	Federal	RT	8/1/2012	7/31/2017	3,237	Apache Shelf Exp	100.0%	EXPIR
SOUTH MARSH IS. 268/269/280/281	SM 269	G02311	Federal	RT	1/1/1973		5,000	Fieldwood En	72.8%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 280	G14456	Federal	OP 1	6/1/1994		5,000	Fieldwood En	50.0%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 280	G14456	Federal	OP 3	6/1/1994		5,000	Fieldwood En	50.0%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 280	G14456	Federal	RT	6/1/1994		5,000	Fieldwood En	50.0%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 281	G02600	Federal	RT	4/1/1974		3,214	Fieldwood En	68.1%	PROD
\$0 Liability	SM 34	G13897	Federal	OP	5/1/1993	8/24/2014	5,000	Black Elk En Off Op	50.0%	TERMIN
\$0 Liability	SM 44	G23840	Federal	RT	5/1/2002	3/25/2014	5,000	SandRidge En Off	100.0%	TERMIN
SOUTH MARSH IS. 39	SM 48	00786	Federal	RT	5/1/1960	-	5,000	Fieldwood En	100.0%	PROD
SOUTH MARSH ISLAND 58	SM 58	G01194	Federal	RT	5/1/1962		5,000	ANKOR En	100.0%	PROD
SOUTH MARSH IS. 66	SM 66	G01198	Federal	RT	6/1/1962	9/25/2019	5,000	Fieldwood En	50.0%	TERMIN
\$0 Liability	SM 7	G33610	Federal	RT	7/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
SOUTH MARSH IS. 76	SM 76	G01208	Federal	RT	6/1/1962	1/26/2020	5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 93	SM 93	G21618	Federal	RT	5/1/2000		5,000	Talos ERT	12.5%	PROD
\$0 Liability	SM 97	G32159	Federal	RT	8/1/2008	7/31/2013	5,000	Apache	100.0%	EXPIR
SOUTH PASS 60	SP 61	G01609	Federal	OP	7/1/1967		5,000	Fieldwood En	100.0%	UNIT
SOUTH PASS 62	SP 62	G01294	Federal	RT	6/1/1962		5,000	Fieldwood En	100.0%	PROD
\$0 Liability	SP 63	G34365	Federal	RT	8/1/2012	7/31/2017	5,000	Apache Shelf Exp	100.0%	EXPIR
SOUTH PASS 64/65 / MAIN PASS 152/153	SP 64	G01901	Federal	RT	1/1/1969		5,000	Fieldwood En	50.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	SP 64	G01901	Federal	OP	1/1/1969		5,000	Fieldwood En	75.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	SP 65	G01610	Federal	RT	7/1/1967		5,000	Fieldwood En	50.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	SP 65	G01610	Federal	OP	7/1/1967		5,000	Fieldwood En	75.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	SP 66	G1611	Federal	ORRI	6/1/1967			Fieldwood En	8.3%	UNIT
\$0 Liability	SP 68	G34366	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SP 69	G34367	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
SOUTH PASS 61/70	SP 70	G01614	Federal	RT	6/1/1967		5,000	Fieldwood En	100.0%	PROD
SOUTH PASS 75	SP 75	G05051	Federal	OP 2	4/1/1982	1/23/2016	5,000	GOM Shelf	28.8%	TERMIN
SOUTH PASS 75	SP 75	G05051	Federal	RT	4/1/1982	1/23/2016	5,000	GOM Shelf	71.2%	TERMIN
SOUTH PASS 75	SP 75	G05051	Federal	OP 2	4/1/1982	1/23/2016	5,000	GOM Shelf	71.2%	TERMIN
SOUTH PASS 83	SP 83	G05052	Federal	ORRI	4/1/1982	2/27/2020	5,000	Arena Off	0.7%	RELINQ
SOUTH PASS 87/89 / WEST DELTA 128	SP 87	G07799	Federal	RT	9/1/1985	8/2/2020	3,540	Fieldwood En	33.3%	TERMIN
SOUTH PASS 87/89 / WEST DELTA 128	SP 87	G07799	Federal	RT	9/1/1985	8/2/2020	3,540	Fieldwood En	33.3%	TERMIN
SOUTH PASS 87/89 / WD 128	SP 88	G10894	Federal	RT	6/1/1989	5/2/2012	3,540	Apache	100.0%	RELINQ
SOUTH PASS 87/89 / WEST DELTA 128	SP 89	G01618	Federal	RT	7/1/1967		5,000	Fieldwood En	50.0%	PROD
\$0 Liability	SP 96	G31431	Federal	RT	3/1/2008	2/21/2014	5,000	Stone En	50.0%	RELINQ
SHIP SHOAL 105/126/129	SS 105	G09614	Federal	RT	8/1/1988		5,000	Bennu O&G	100.0%	PROD
SHIP SHOAL 105/126/129	SS 105	G09614	Federal	OP 2	8/1/1988		5,000	Bennu O&G	100.0%	PROD
SHIP SHOAL 105/126/129	SS 105	G09614	Federal	OP 3	8/1/1988		5,000	Bennu O&G	100.0%	PROD
SHIP SHOAL 105/126/129	SS 126	G12940	Federal	RT	5/1/1991	2/16/2020	5,000	Fieldwood En	100.0%	TERMIN
SHIP SHOAL 105/126/129	SS 126	G12940	Federal	OP	5/1/1991	2/16/2020	5,000	Fieldwood En	100.0%	TERMIN
SHIP SHOAL 105/126/129	SS 129	G12941	Federal	RT	5/1/1991		5,000	Fieldwood En	100.0%	PROD
SHIP SHOAL 105/126/129	SS 129	G12941	Federal	ORRI	5/1/1991			Fieldwood En	3.3%	PROD
SHIP SHOAL 130	SS 130	00453	Federal	ORRI	1/1/1955	2/25/2020	5,000	W&T Off	3.0%	TERMIN
SHIP SHOAL 145	SS 145	G34831	Federal	CONT	9/1/2013	10/31/2019	5,000	Hoactzin Part	25.0%	TERMIN
SHIP SHOAL 150	SS 150	00419	Federal	ORRI	11/1/1954	-	5,000	Ridgelake En	5.0%	PROD
SHIP SHOAL 151	SS 151	G15282	Federal	RT	7/1/1995		5,000	EnVen En Vent	100.0%	PROD
\$0 Liability	SS 153	G18011	Federal	RT	7/1/1997	7/5/2016	5,000	Fieldwood En	33.3%	TERMIN
	SS 154	00420	Federal	ORRI	11/1/1954			Ridgelake En	8.0%	PROD
SHIP SHOAL 159	SS 159	G11984	Federal	OP	7/1/1990	10/31/2019	5,000	Hoactzin Part	15.5%	TERMIN
SHIP SHOAL 169/182/193/194	SS 169	00820	Federal	RT	4/1/1960		5,000	Fieldwood En	66.7%	PROD

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
EUGENE IS. 211/212 / SHIP SHOAL 175/176	SS 175	G05550	Federal	RT	7/1/1983		5,000	Chevron USA	66.7%	UNIT
EUGENE IS. 211/212 / SHIP SHOAL 175/176	SS 176	G33646	Federal	RT	7/1/2010		5,000	Fieldwood En	40.0%	PROD
SHIP SHOAL 178	SS 178	G05551	Federal	RT	7/1/1983		5,000	Fieldwood En	100.0%	PROD
SHIP SHOAL 169/182/193/194	SS 182	G03998	Federal	RT	3/1/1979		2,500	Fieldwood En	100.0%	PROD
SHIP SHOAL 189	SS 188	G05203	Federal	CONT	1/1/1983	12/30/1991	5,027	Fieldwood En	100.0%	TERMIN
SHIP SHOAL 189	SS 189	G04232	Federal	OP 5	12/1/1979		5,000	Fieldwood En	99.0%	PROD
SHIP SHOAL 189	SS 189	G04232	Federal	RT	12/1/1979		5,000	Fieldwood En	99.0%	PROD
SHIP SHOAL 189	SS 189	G4232	Federal	ORRI	12/1/1979			Fieldwood En	8.0%	PROD
SHIP SHOAL 190/206/207/216	SS 190	G10775	Federal	RT	4/1/1989	8/10/2019	5,000	Fieldwood En	60.0%	TERMIN
SHIP SHOAL 190/206/207/216	SS 190	G10775	Federal	OP	4/1/1989	8/10/2019	5,000	Fieldwood En	100.0%	TERMIN
SHIP SHOAL 169/182/193/194	SS 193	G13917	Federal	RT	5/1/1993		5,000	Fieldwood En	100.0%	PROD
SHIP SHOAL 169/182/193/194	SS 194	G15288	Federal	RT	7/1/1995		5,000	Fieldwood En	100.0%	PROD
SHIP SHOAL 198/199	SS 198	G0593	Federal	RT	9/1/1955		2,969	Renaissance Off	50.0%	PROD
SHIP SHOAL 198/199	SS 198	G12355	Federal	OP	9/1/1955		2,031	Renaissance Off	25.0%	PROD
\$0 Liability	SS 199	G0594	Federal	RT	9/1/1955		3,516	Talos En Off	50.0%	PROD
SHIP SHOAL 198/199	SS 199	G12358	Federal	OP	9/1/1955		1,484	Renaissance Off	50.0%	PROD
SHIP SHOAL 204	SS 204	G01520	Federal	RT	7/1/1967		5,000	Fieldwood En	55.2%	PROD
SHIP SHOAL 190/206/216	SS 206	G01522	Federal	RT	7/1/1967		5,000	Fieldwood En	60.0%	UNIT
SHIP SHOAL 190/206/216	SS 207	G01523	Federal	RT	7/1/1967		5,000	Fieldwood En	72.2%	UNIT
SHIP SHOAL 190/206/216	SS 207	G01523	Federal	OP	7/1/1967		5,000	Fieldwood En	47.6%	UNIT
SHIP SHOAL 189	SS 210	G05204	Federal	CONT	1/1/1983	12/26/1990	5,000	Fieldwood En	100.0%	RELINQ
SHIP SHOAL 190/206/216	SS 216	G01524	Federal	RT	7/1/1967		5,000	Fieldwood En	80.0%	PROD
SHIP SHOAL 243	SS 243	G10780	Federal	RT	7/1/1989		5,000	Fieldwood En	50.0%	PROD
SHIP SHOAL 243	SS 243	G10780	Federal	ORRI	7/1/1989			Fieldwood En	4.2%	PROD
SHIP SHOAL 246/247/248/270/271	SS 249	G01030	Federal	OP 1	6/1/1962		5,000	Fieldwood En Off	5.3%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 249	G1030	Federal	ORRI	6/1/1962			Fieldwood En Off	0.2%	UNIT
\$0 Liability	SS 258	G05560	Federal	RT	7/1/1983	4/1/2016	5,000	Castex Off	100.0%	TERMIN
\$0 Liability	SS 258	G05560	Federal	OP	7/1/1983	4/1/2016	5,000	Castex Off	7.4%	TERMIN
SHIP SHOAL 258/259	SS 259	G05044	Federal	RT	4/1/1982	3/1/2018	5,141	Fieldwood En	100.0%	TERMIN
SHIP SHOAL 258/259	SS 259	G05044	Federal	OP	4/1/1982	3/1/2018	5,141	Fieldwood En	7.4%	TERMIN
\$0 Liability	SS 271	G01038	Federal	RT	6/1/1962		5,000	Fieldwood En Off	20.0%	UNIT
SHIP SHOAL 274	SS 274	G01039	Federal	RT	6/1/1962		5,000	Fieldwood En	100.0%	PROD
SHIP SHOAL 274	SS 276	G10785	Federal	RT	5/1/1989	10/31/2007	5,000	Monforte	66.7%	TERMIN
SHIP SHOAL 274	SS 277	G09627	Federal	RT	5/1/1988		5,000	Fieldwood En	1.0%	SOP
SHIP SHOAL 274	SS 277	G09627	Federal	OP	5/1/1988		5,000	Fieldwood En	100.0%	SOP
\$0 Liability	SS 278	G32206	Federal	RT	8/1/2008	7/31/2013	5,000	Apache	100.0%	EXPIR
SHIP SHOAL 300/314/315	SS 291	G02923	Federal	OP	12/1/1974		3,750	Fieldwood En	67.9%	OPERN
SHIP SHOAL 30/31/32/33	SS 30	G0333	Federal	RT	9/12/1946		5,000	W & T Off	37.5%	UNIT
	SS 301	G10794	Federal	ORRI	5/1/1989			Fieldwood En	1.5%	SOP
SHIP SHOAL 30/31/32/33	SS 31	G0334	Federal	RT	9/12/1946		5,000	W & T Off	37.5%	UNIT
SHIP SHOAL 300/314/315	SS 314	G26074	Federal	OP 4	5/1/2004		5,000	Fieldwood En	37.5%	PROD
SHIP SHOAL 300/314/315	SS 314	G26074	Federal	RT	5/1/2004		5,000	Fieldwood En	75.0%	PROD
SHIP SHOAL 300/314/315	SS 314	G26074	Federal	ORRI	5/1/2004			Fieldwood En	4.5%	PROD
SHIP SHOAL 30/31/32/33	SS 32	G0335	Federal	RT	9/12/1946		5,000	W & T Off	37.5%	UNIT
SHIP SHOAL 30/31/32/33	SS 33	G0336	Federal	CONT	9/12/1946	-	5,000	W&T Off	28.9%	UNIT
SHIP SHOAL 30/31/32/33	SS 33	G0336	Federal	ORRI	9/12/1946	-	5,000	W&T Off	0.8%	UNIT
SHIP SHOAL 354	SS 354	G15312	Federal	RT	7/1/1995		5,000	Fieldwood En	100.0%	PROD
\$0 Liability	SS 355	G33650	Federal	RT	6/1/2010	4/7/2016	5,323	Apache Shelf Exp	100.0%	RELINQ
SHIP SHOAL 58	SS 58	G07746	Federal	ORRI	7/1/1985		5,000	Talos Third Cst	10.5%	PROD
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	SS 68	G02917	Federal	RT	12/1/1974	11/15/2019	5,000	Fieldwood En	100.0%	RELINQ
SHIP SHOAL 87	SS 87	G12349	Federal	ORRI	9/12/1946		1,953	Sanare En Part	1.0%	UNIT
SHIP SHOAL 91	SS 91	G02919	Federal	RT	12/1/1974		5,000	Fieldwood En	87.5%	PROD
SHIP SHOAL 91	SS 91	G02919	Federal	OP 2	12/1/1974		5,000	Fieldwood En	87.5%	PROD
SHIP SHOAL 91	SS 91	G02919	Federal	OP 2	12/1/1974		5,000	Fieldwood En	12.5%	PROD
SHIP SHOAL 91	SS 91	G02919	Federal	RT	12/1/1974		5,000	Fieldwood En	12.5%	PROD
\$0 Liability	ST 146	G33110	Federal	RT	7/1/2009	6/30/2014	3,772	Apache Shelf Exp	100.0%	EXPIR
SOUTH TIMBALIER 148	ST 148	G01960	Federal	RT	2/1/1970		2,500	Arena Off	15.6%	PROD
SOUTH TIMBALIER 148	ST 148	G01960	Federal	OP	2/1/1970		2,500	Arena Off	15.6%	PROD
SOUTH TIMBALIER 176	ST 161	G01248	Federal	OP	6/1/1962		5,000	Arena Off	25.0%	PROD
\$0 Liability	ST 166	G01252	Federal	OP	6/1/1962	8/27/2013	5,000	Apache	100.0%	TERMIN
\$0 Liability	ST 173	G04001	Federal	RT	3/1/1979	8/27/2013	5,000	Apache	100.0%	TERMIN
\$0 Liability	ST 179	G12020	Federal	RT	6/1/1990	8/27/2015	5,000	Fieldwood En Off	50.0%	TERMIN
\$0 Liability	ST 179	G12020	Federal	OP	6/1/1990	8/27/2015	5,000	Fieldwood En Off	68.8%	TERMIN
\$0 Liability	ST 190	G01261	Federal	RT	6/1/1962	9/27/2014	5,000	Black Elk En Off Op	40.0%	TERMIN
\$0 Liability	ST 190	G01261	Federal	OP	6/1/1962	9/27/2014	5,000	Black Elk En Off Op	40.0%	TERMIN
\$0 Liability	ST 194	G05610	Federal	RT	7/1/1983	1/5/2015	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	ST 203	G01269	Federal	OP 1	6/1/1962	5/25/2014	5,000	Black Elk En Off Op	40.0%	TERMIN
\$0 Liability	ST 203	G01269	Federal	OP 2	6/1/1962	5/25/2014	5,000	Black Elk En Off Op	20.0%	TERMIN
\$0 Liability	ST 203	G01269	Federal	RT	6/1/1962	5/25/2014	5,000	Black Elk En Off Op	40.0%	TERMIN
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	RT	7/1/1983		5,000	Fieldwood En	50.0%	PROD
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	OP 3	7/1/1983		5,000	Fieldwood En	75.0%	PROD
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	OP	7/1/1983		5,000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	OP 7	7/1/1983		5,000	Fieldwood En	50.0%	PROD
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	OP 6	7/1/1983		5,000	Fieldwood En	75.0%	PROD
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	OP 5	7/1/1983		5,000	Fieldwood En	50.0%	PROD
SOUTH TIMBALIER 205/206	ST 206	G05613	Federal	RT	7/1/1983	1/31/2015	5,000	Fieldwood En	50.0%	TERMIN
\$0 Liability	ST 228	G32217	Federal	RT	8/1/2008	7/31/2013	5,000	Eni US Op	40.0%	EXPIR
SOUTH TIMBALIER 229	ST 229	G13938	Federal	OP	7/1/1993		2,148	W & T Off	33.3%	PROD
\$0 Liability	ST 244	G34341	Federal	RT	10/1/2012	9/16/2016	4,572	Apache Shelf Exp	100.0%	RELINQ
*No FW lease ownership	ST 26	G01361	Federal	RT	5/1/1964		625	Cox Op	50.0%	UNIT
*No FW lease ownership	ST 26	G01870	Federal	RT	11/1/1968		1,875	Cox Op	50.0%	UNIT
*No FW lease ownership	ST 26	G02620	Federal	RT	5/1/1974		2,500	Cox Op	50.0%	UNIT
SOUTH TIMBALIER 276/295/296	ST 276	G07780	Federal	RT	8/1/1985		5,000	Eni US Op	100.0%	UNIT
SOUTH TIMBALIER 276/295/296	ST 276	G07780	Federal	OP	8/1/1985		5,000	Eni US Op	100.0%	UNIT
EWING BANK 826/782 / SOUTH TIMBALIER 291	ST 290	G16454	Federal	RT	4/24/1996	1/5/2010	5,000	Apache	100.0%	TERMIN
EWING BANK 826/782 / SOUTH TIMBALIER 291	ST 291	G16455	Federal	RT	9/1/1996		5,000	Fieldwood En	100.0%	PROD
EWING BANK 826/782 / SOUTH TIMBALIER 291	ST 291	G16455	Federal	OP	9/1/1996		5,000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 276/295/296	ST 295	G05646	Federal	RT	7/1/1983		5,000	Fieldwood En	100.0%	UNIT
SOUTH TIMBALIER 276/295/296	ST 296	G12981	Federal	RT	5/1/1991		5,000	Fieldwood En	100.0%	UNIT
SOUTH TIMBALIER 276/295/296	ST 296	G12981	Federal	OP	5/1/1991		5,000	Fieldwood En	100.0%	UNIT
SOUTH TIMBALIER 311	ST 311	G31418	Federal	RT	3/1/2008		5,000	Walter O&G	45.0%	PROD
SOUTH TIMBALIER 316	ST 316	G22762	Federal	RT	6/1/2001		4,435	W & T Off	20.0%	PROD
SOUTH TIMBALIER 311	ST 320	G24990	Federal	RT	5/1/2003		5,000	W & T Off	11.3%	PROD
\$0 Liability	ST 47	G33652	Federal	RT	7/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
SOUTH TIMBALIER 49	ST 49	G24956	Federal	RT	6/1/2003		5,000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 49	ST 49	G24956	Federal	OP	6/1/2003		5,000	Fieldwood En	100.0%	PROD
\$0 Liability	ST 50	G34331	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
SOUTH TIMBALIER 53/67/68	ST 53	G04000	Federal	RT	3/1/1979		5,000	Fieldwood En	50.0%	PROD
SOUTH TIMBALIER 53/67/68	ST 53	G04000	Federal	OP 1	3/1/1979		5,000	Fieldwood En	50.0%	PROD
\$0 Liability	ST 59	G31404	Federal	RT	2/1/2008	1/17/2014	5,000	LLOG Exp Off	25.0%	RELINQ
\$0 Liability	ST 64	G33106	Federal	RT	7/1/2009	6/30/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
SOUTH TIMBALIER 53/67/68	ST 67	00020	Federal	CONT	4/25/1947			Fieldwood En	79.7%	UNIT
SABINE PASS 10	SX 17	G04143	Federal	RT	10/1/1979	9/30/2013	2,042	Apache	92.3%	RELINQ
SABINE PASS 10	SX 17	G04143	Federal	OP	10/1/1979	9/30/2013	2,042	Apache	20.0%	RELINQ
\$0 Liability	VK 118	G33697	Federal	RT	5/1/2010	4/30/2015	5,760	Apache Shelf Exp	75.0%	EXPIR
VIOSCA KNOLL 203/204	VK 203	G07890	Federal	RT	7/1/1985	11/29/2019	5,760	Talos ERT	33.3%	TERMIN
VIOSCA KNOLL 203/204	VK 203	G07890	Federal	OP	7/1/1985	11/29/2019	5,760	Talos ERT	33.3%	TERMIN
VIOSCA KNOLL 203/204	VK 204	G04921	Federal	RT	12/1/1981	11/29/2019	5,760	Talos ERT	33.3%	TERMIN
VIOSCA KNOLL 203/204	VK 204	G04921	Federal	OP	12/1/1981	11/29/2019	5,760	Talos ERT	33.3%	TERMIN
VIOSCA KNOLL 251/340/384	VK 251	G10930	Federal	OP	7/1/1989		5,760	Fieldwood En Off	7.5%	UNIT
VIOSCA KNOLL 251/340/384	VK 340	G10933	Federal	OP	7/1/1989		5,760	Fieldwood En Off	7.5%	UNIT
\$0 Liability	VK 384	G16541	Federal	OP	6/1/1996	2/8/2014	5,760	Chevron USA	20.0%	TERMIN

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
MAIN PASS 259/260 / VIOSCA KNOLL 693/694	VK 692/693	G07898	Federal	RT	9/1/1985	7/11/2020	4,773	Fieldwood En	56.9%	TERMIN
MAIN PASS 259/260 / VIOSCA KNOLL 693/694	VK 694	G13055	Federal	RT	7/1/1991	7/11/2020	3,214	Fieldwood En	53.1%	TERMIN
MAIN PASS 259/260 / VIOSCA KNOLL 693/694	VK 694	G13055	Federal	OP	7/1/1991	7/11/2020	3,214	Fieldwood En	92.1%	TERMIN
\$0 Liability	VK 698	G07901	Federal	RT	8/1/1985	2/20/2014	4,996	Fieldwood En	52.4%	TERMIN
\$0 Liability	VK 736	G13987	Federal	RT	7/1/1993	12/12/2013	4,742	Fieldwood En	100.0%	TERMIN
VIOSCA KNOLL 780	VK 780	G06884	Federal	RT	6/1/1984	12/12/2013	5,760	Fieldwood En	100.0%	TERMIN
VIOSCA KNOLL 780	VK 824	G15436	Federal	RT	9/1/1995	8/20/2013	5,760	Apache	100.0%	RELINQ
\$0 Liability	VK 856	G34872	Federal	RT	7/1/2013	6/21/2017	877	Apache Shelf Exp	75.0%	RELINQ
\$0 Liability	VK 899	G34408	Federal	RT	8/1/2012	7/31/2017	1,553	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	VR 115	G33593	Federal	RT	6/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	VR 128	G33594	Federal	RT	6/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
*No FW lease ownership	VR 131	00775	Federal	OP	5/1/1960	7/20/2020	4,923	Talos En Off	72.5%	TERMIN
\$0 Liability	VR 146	G33084	Federal	RT	7/1/2009	6/30/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	VR 156	G34251	Federal	RT	10/1/2012	7/24/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	VR 160	G34252	Federal	RT	10/1/2012	7/24/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	VR 161	G34253	Federal	RT	10/1/2012	7/24/2015	4,868	Apache Shelf Exp	100.0%	RELINQ
VERMILION 252	VR 252	G05431	Federal	ORRI	7/1/1983		4,454	Castex Off	2.0%	PROD
VERMILION 253	VR 253	G17912	Federal	ORRI	7/1/1997		5,000	Castex Off	0.6%	PROD
\$0 Liability	VR 26	00297	Federal	OP 1	11/26/1946	9/12/2013	4,646	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 26	00297	Federal	OP 2	11/26/1946	9/12/2013	4,646	Apache Shelf	25.0%	TERMIN
\$0 Liability	VR 26	00297	Federal	RT	11/26/1946	9/12/2013	4,646	Apache Shelf	50.0%	TERMIN
VERMILION 261/262	VR 261	G03328	Federal	RT	4/1/1976	8/10/2020	5,429	Fieldwood En	75.0%	TERMIN
VERMILION 261/262	VR 261	G03328	Federal	OP 2	4/1/1976	8/10/2020	5,429	Fieldwood En	37.5%	TERMIN
VERMILION 261/262	VR 261	G03328	Federal	ORRI	4/1/1976			Fieldwood En	6.3%	TERMIN
VERMILION 261/262	VR 262	G34257	Federal	RT	10/1/2012	7/7/2017	5,485	Fieldwood En	75.0%	RELINQ
VERMILION 265	VR 265	G01955	Federal	RT	1/1/1970		5,000	Fieldwood En	100.0%	SOP
\$0 Liability	VR 27	G01329	Federal	OP 2	12/1/1962	6/16/2013	1,902	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 27	G01329	Federal	OP 1	12/1/1962	6/16/2013	1,902	Apache Shelf	25.0%	TERMIN
\$0 Liability	VR 27	G01329	Federal	RT	12/1/1962	6/16/2013	1,902	Apache Shelf	50.0%	TERMIN
VERMILION 271/272 / SM 87/102	VR 271	G04800	Federal	OP	9/1/1981		4,418	Castex Off	12.5%	PROD
VERMILION 326	VR 326	G21096	Federal	RT	6/1/1999	8/21/2020	5,000	Fieldwood En	70.3%	TERMIN
	VR 332	G09514	Federal	CONT	3/30/1988			Fieldwood En	50.0%	PROD
\$0 Liability	VR 34	G01356	Federal	OP 1	6/1/1964	6/16/2013	625	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 34	G01356	Federal	OP 2	6/1/1964	6/16/2013	625	Apache Shelf	75.0%	TERMIN
\$0 Liability	VR 34	G01356	Federal	RT	6/1/1964	6/16/2013	625	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 35	00548	Federal	OP 1	9/1/1955	6/16/2013	2,500	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 35	00548	Federal	OP 2	9/1/1955	6/16/2013	2,500	Apache Shelf	75.0%	TERMIN
\$0 Liability	VR 35	00549	Federal	OP 1	9/1/1955	6/16/2013	2,500	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 35	00549	Federal	OP 2	9/1/1955	6/16/2013	2,500	Apache Shelf	75.0%	TERMIN
\$0 Liability	VR 35	00548	Federal	RT	9/1/1955	6/16/2013	2,500	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 35	00549	Federal	RT	9/1/1955	6/16/2013	2,500	Apache Shelf	100.0%	TERMIN
VERMILION 356	VR 356	G17921	Federal	ORRI	8/1/1997		4,093	EnVen En Vent	2.6%	PROD
\$0 Liability	VR 36	G01357	Federal	OP 2	6/1/1964	6/16/2013	625	Apache Shelf	75.0%	TERMIN
\$0 Liability	VR 36	G01357	Federal	OP 1	6/1/1964	6/16/2013	625	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 36	G01357	Federal	RT	6/1/1964	6/16/2013	625	Apache Shelf	100.0%	TERMIN
Other (TBD)	VR 369	G02274	Federal	OP 4	2/1/1973		5,000	Renaissance Off	23.2%	UNIT
Other (TBD)	VR 369	G02274	Federal	OP 3	2/1/1973		5,000	Renaissance Off	23.2%	UNIT
Other (TBD)	VR 369	G02274	Federal	RT	2/1/1973		5,000	Renaissance Off	23.2%	UNIT
\$0 Liability	VR 374	G32153	Federal	RT	8/1/2008	7/31/2013	5,000	Apache	100.0%	EXPIR
VERMILION 380/381	VR 380	G02580	Federal	RT	5/1/1974		5,000	Fieldwood En	100.0%	PROD
VERMILION 380/381	VR 381	G16314	Federal	RT	9/1/1996	10/27/2015	5,000	Apache Shelf	100.0%	TERMIN
VERMILION 380/381	VR 381	G16314	Federal	OP	9/1/1996	10/27/2015	5,000	Apache Shelf	80.0%	TERMIN
\$0 Liability	VR 386	G02278	Federal	RT A	2/1/1973		5,000	Marathon Oil	30.2%	UNIT
\$0 Liability	VR 386	G02278	Federal	RT B	2/1/1973		5,000	Marathon Oil	29.0%	UNIT
VERMILION 408	VR 408	G15212	Federal	RT	7/1/1995		5,000	Fieldwood En	12.5%	PROD
VERMILION 408	VR 408	G15212	Federal	OP	7/1/1995		5,000	Fieldwood En	100.0%	PROD
WEST CAMERON 71/72/102	WC 102	00247	Federal	RT	9/9/1946		5,000	Fieldwood En	100.0%	TERMIN
WEST CAMERON 110	WC 110	00081	Federal	RT	6/10/1947		5,000	BP E&P	100.0%	PROD
WEST CAMERON 110	WC 110	00081	Federal	OP	6/10/1947		5,000	BP E&P	37.5%	PROD
WEST CAMERON 110/111	WC 111	00082	Federal	RT	6/10/1947		1,250	BP E&P	100.0%	PROD
WEST CAMERON 110/111	WC 111	00082	Federal	OP	6/10/1947		1,250	BP E&P	37.5%	PROD
\$0 Liability	WC 111	G33046	Federal	RT	8/1/2009	7/31/2014	3,750	Eni US Op	25.0%	EXPIR
\$0 Liability	WC 130	G12761	Federal	RT	5/1/1991	4/1/2015	5,000	Eni US Op	25.0%	TERMIN
WEST CAMERON 144	WC 144	G01953	Federal	RT	2/1/1970	4/1/2016	5,000	Fieldwood En	62.5%	TERMIN
\$0 Liability	WC 155	G32114	Federal	RT	8/1/2008	7/31/2013	5,000	Apache	100.0%	EXPIR
WEST CAMERON 163	WC 163	G05299	Federal	RT A	7/1/1983	12/1/2015	5,000	Fieldwood En	61.0%	TERMIN
WEST CAMERON 163	WC 163	G05299	Federal	RT B	7/1/1983	12/1/2015	5,000	Fieldwood En	56.2%	TERMIN
\$0 Liability	WC 165	00758	Federal	RT	4/1/1960	12/30/2017	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 1	2/1/1971	10/18/2014	5,000	Apache Shelf	22.5%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 2	2/1/1971	10/18/2014	5,000	Apache Shelf	22.5%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 3	2/1/1971	10/18/2014	5,000	Apache Shelf	22.5%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 4	2/1/1971	10/18/2014	5,000	Apache Shelf	22.5%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 10	2/1/1971	10/18/2014	5,000	Apache Shelf	25.0%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 11	2/1/1971	10/18/2014	5,000	Apache Shelf	25.0%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 12	2/1/1971	10/18/2014	5,000	Apache Shelf	25.0%	TERMIN
\$0 Liability	WC 181	G33558	Federal	RT	6/1/2010	4/30/2015	2,500	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	WC 196	G05292	Federal	RT	7/1/1983	8/27/2013	5,000	Union Oil CA	8.3%	TERMIN
*No FW asset ownership	WC 20	00680	Federal	OP	8/1/1959		1,873	Sanare En Part	50.0%	PROD
\$0 Liability	WC 210	G34216	Federal	RT	10/1/2012	3/3/2014	5,000	Apache	100.0%	RELINQ
\$0 Liability	WC 225	G00900	Federal	OP 1	4/1/1962	3/14/2018	5,000	Tarpon O&D	26.7%	TERMIN
WEST CAMERON 269	WC 269	G13563	Federal	OP	8/1/1992	8/11/2020	5,000	Sanare En Part	33.8%	TERMIN
WEST CAMERON 289/290/294	WC 290	G04818	Federal	OP 1	9/1/1981	7/21/2020	5,000	Fieldwood En Off	10.4%	TERMIN
WEST CAMERON 289/290/294	WC 290	G04818	Federal	RT	9/1/1981	7/21/2020	5,000	Fieldwood En Off	16.7%	TERMIN
\$0 Liability	WC 291	G04397	Federal	RT	11/1/1980	7/16/2013	5,000	Apache	100.0%	TERMIN
\$0 Liability	WC 291	G04397	Federal	OP	11/1/1980	7/16/2013	5,000	Apache	60.0%	TERMIN
WEST CAMERON 295	WC 295	G24730	Federal	OP 1	5/1/2003		5,000	Fieldwood En	20.6%	PROD
\$0 Liability	WC 300	G15078	Federal	RT	7/1/1995	12/21/2013	5,000	SandRidge En Off	14.0%	TERMIN
\$0 Liability	WC 300	G15078	Federal	OP	7/1/1995	12/21/2013	5,000	SandRidge En Off	24.4%	TERMIN
\$0 Liability	WC 310	G17789	Federal	RT	8/1/1997	6/3/2016	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	WC 310	G17789	Federal	OP	8/1/1997	6/3/2016	5,000	Fieldwood En	73.7%	TERMIN
WEST CAMERON 33	WC 33	G15050	Federal	RT	7/1/1995		2,891	Fieldwood En	100.0%	PROD
WEST CAMERON 35/65/66	WC 34	G03251	Federal	RT	9/1/1975	6/1/2012	4,506	Apache	100.0%	TERMIN
WEST CAMERON 35/65/66	WC 35	G02819	Federal	RT	12/1/1974	11/3/2013	4,688	Apache	100.0%	TERMIN
WEST CAMERON 35/65/66	WC 35	G02819	Federal	OP	12/1/1974	11/3/2013	4,688	Apache	100.0%	TERMIN
WEST CAMERON 35/65/66	VC 35, WC 6	G01860	Federal	OP 2	1/1/1969		1,563	BP E&P	100.0%	PROD
WEST CAMERON 35/65/66	WC 35/66	G01860	Federal	RT	1/1/1969		1,563	BP E&P	100.0%	PROD
\$0 Liability	WC 401	G07619	Federal	RT	7/1/1985	9/27/2015	5,000	ConocoPhillips	33.3%	TERMIN
\$0 Liability	WC 576	G33061	Federal	RT	6/1/2009	5/31/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	WC 624	G33064	Federal	RT	6/1/2009	5/31/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
WEST CAMERON 35/65/66	WC 65	G02825	Federal	OP 4	12/1/1974		5,000	BP E&P	81.3%	PROD
WEST CAMERON 35/65/66	WC 65	G02825	Federal	RT	12/1/1974		5,000	BP E&P	100.0%	PROD
WEST CAMERON 35/65/66	WC 65	G02825	Federal	OP	12/1/1974		5,000	BP E&P	100.0%	PROD
\$0 Liability	WC 650	G34217	Federal	RT	10/1/2012	9/19/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	WC 656	G34218	Federal	RT	10/1/2012	9/19/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	WC 657	G34219	Federal	RT	10/1/2012	9/19/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
WEST CAMERON 35/65/66	WC 66	G02826	Federal	OP 2	12/1/1974		3,750	Fieldwood En	75.0%	PROD
WEST CAMERON 35/65/66	WC 66	G02826	Federal	OP	12/1/1974		3,750	Fieldwood En	100.0%	PROD
WEST CAMERON 35/65/66	WC 67	G03256	Federal	OP 1	9/1/1975	2/8/2008	5,000	Apache	100.0%	TERMIN
WEST CAMERON 35/65/66	WC 67	G03256	Federal	OP 2	9/1/1975	2/8/2008	5,000	Apache	66.6%	TERMIN
\$0 Liability	WC 68	00526	Federal	RT	9/1/1955	9/3/2014	2,500	BP Am Prod	100.0%	TERMIN
WEST CAMERON 35/65/66	WC 71	00244	Federal	RT	9/9/1946	12/19/2019	5,000	Fieldwood En	100.0%	TERMIN

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
WEST CAMERON 71/72/102	WC 72	G23735	Federal	RT	7/1/2002		5,000	Fieldwood En Off	25.0%	PROD
*No FW asset ownership	WC 73	G23736	Federal	OP	7/1/2002		5,000	Castex Off	25.0%	PROD
\$0 Liability	WC 99	G34213	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
WEST DELTA 90/103	WD 103	00840	Federal	RT	5/1/1960		3,984	Fieldwood En	100.0%	PROD
WEST DELTA 90/103	WD 103	G12360	Federal	OP 1	5/1/1960		1,016	Fieldwood En	81.3%	PROD
WEST DELTA 104/105	WD 104	00841	Federal	RT	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 104	00841	Federal	OP 1	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 104	00841	Federal	OP 2	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 104	00841	Federal	OP 3	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 104	00841	Federal	OP 5	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 105	00842	Federal	RT	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 105	00842	Federal	OP 3	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 105	00842	Federal	OP 4	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 105	00842	Federal	OP 5	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 105	00842	Federal	OP 6	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 121/122	WD 121	G19843	Federal	OP 1	8/1/1998		5,000	Fieldwood En	84.0%	PROD
WEST DELTA 121/122	WD 122	G13645	Federal	OP 1	8/1/1992		5,000	Fieldwood En	84.0%	PROD
WEST DELTA 121/122	WD 122	G13645	Federal	OP 2	8/1/1992		5,000	Fieldwood En	84.0%	PROD
WEST DELTA 121/122	WD 122	G13645	Federal	RT	8/1/1992		5,000	Fieldwood En	100.0%	PROD
SOUTH PASS 87/89 / WEST DELTA 128	WD 128	G10883	Federal	RT	6/1/1989	8/2/2020	5,000	Fieldwood En	100.0%	TERMIN
WEST DELTA 133	WD 133	G1106	Federal	ORRI	5/1/1962			Arena Off	1.0%	PROD
WEST DELTA 133	WD 133	G1106	Federal	ORRI	5/1/1962			Arena Off	7.2%	PROD
WEST DELTA 133	WD 133	G01106	Federal	RT	5/1/1962		5,000	Arena Off	100.0%	PROD
\$0 Liability	WD 34	G03414	Federal	RT	1/1/1977	3/20/2017	2,500	Fieldwood En	76.7%	TERMIN
\$0 Liability	WD 34	G03414	Federal	OP	1/1/1977	3/20/2017	2,500	Fieldwood En	46.7%	TERMIN
\$0 Liability	WD 38	G22772	Federal	RT	5/1/2001	9/13/2013	1,796	Apache	87.5%	TERMIN
\$0 Liability	WD 38	G22772	Federal	OP	5/1/2001	9/13/2013	1,796	Apache	43.8%	TERMIN
\$0 Liability	WD 41	G01073	Federal	RT	3/1/1962	10/25/2013	5,000	Apache	100.0%	TERMIN
\$0 Liability	WD 41	G01073	Federal	OP	3/1/1962	10/25/2013	5,000	Apache	50.0%	TERMIN
\$0 Liability	WD 42	G16470	Federal	RT	9/1/1996	1/26/2014	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	WD 42	G16470	Federal	OP	9/1/1996	1/26/2014	5,000	Fieldwood En	50.0%	TERMIN
	WD 53	17935	SL- LA	WI	10/13/2003	1/27/2015	-	Whitney Oil	33.3%	TERMIN
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 67	00179	Federal	RT	7/17/1948		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 67	00179	Federal	OP 2	7/17/1948		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 68	00180	Federal	RT	7/17/1948		1,833	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 68	00180	Federal	OP 2	7/17/1948		1,833	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 69	00181	Federal	RT	7/17/1948		3,665	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 69	00181	Federal	OP 2	7/17/1948		3,665	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 70	00182	Federal	RT	7/17/1948		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 70	00182	Federal	OP 2	7/17/1948		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 71	00838	Federal	RT	4/1/1960		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 71	00838	Federal	OP 2	4/1/1960		5,000	GOM Shelf	37.5%	UNIT
WEST DELTA 75/90	WD 75	G01085	Federal	RT	6/1/1962		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 90/103	WD 90	G01089	Federal	OP 3	6/1/1962		5,000	Fieldwood En	81.3%	PROD
WEST DELTA 90/103	WD 90	G01089	Federal	RT	6/1/1962		5,000	Fieldwood En	100.0%	PROD
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 94	00839	Federal	RT	5/1/1960		5,000	GOM Shelf	75.0%	PROD
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 94	00839	Federal	OP 2	5/1/1960		5,000	GOM Shelf	37.5%	PROD
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 95	G01497	Federal	RT	12/1/1966		5,000	GOM Shelf	75.0%	PROD
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 95	G01497	Federal	OP 1	12/1/1966		5,000	GOM Shelf	75.0%	PROD
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 96	G01498	Federal	RT	12/1/1966		3,665	GOM Shelf	75.0%	PROD
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 96	G01498	Federal	OP 2	12/1/1966		3,665	GOM Shelf	37.5%	PROD

Lease / ROW / RUE	Status	Area	Block	Depths	Area / Aliquot	Leasehold	WI
G06069	TERMIN	Brazos Area	491	6891 to 99999	All	Operating Rights	50.00000%
G01757	PROD	Brazos Area	A0105	14090 to 99999	NE/4;S/2	Operating Rights	6.25000%
G02665	PROD	Brazos Area	A-133	Below 13,840' MD	SE/4	Operating Rights	12.50000%
G13576	SOP	East Cameron	71	14,645' to 99,999'	N/2N/2, N/2S/2N/2, S/2SW/4NW/4, SW/4SE/4NW/4, W/2SW/4, W/2E/2SW/4, SE/4SE/4SW/4 and S/2S/2SE/4	Operating Rights	50.00000%
G13576	SOP	East Cameron	71	10,400' to 99,999'	N/2SE/4, N/2S/2SE/4, S/2S/2NE/4, SE/4SE/4NW/4, E/2NE/4SW/4, NE/4SE/4SW/4	Operating Rights	100.00000%
G02063	PROD	East Cameron	338	7,244' TVDSS to 99,999'		Operating Rights	7.83469%
G01440	PROD	East Cameron	9 & 14	15199 to 99999	SE/4;E/2SW/4	Operating Rights	50.00000%
49	PROD	Eugene Island	119	15,410' TVDSS to 99,999'	NW/4	Operating Rights	25.00000%
49	PROD	Eugene Island	119	15,410' TVDSS to 99,999'	SW/4; E/2	Operating Rights	20.00000%
50	PROD	Eugene Island	120	14,136' to 99,999	All	Operating Rights	50.00000%
51	OPERN	Eugene Island	125	13,334' to 99,999	All	Operating Rights	50.00000%
52	PROD	Eugene Island	126	9,400 to 99,999	SE/4NE/4;NE/4SE/4	Operating Rights	100.00000%
52	PROD	Eugene Island	126	12,056 to 99,999	W/2;W/2E/2;NE/4NE/4;SE/4SE/4	Operating Rights	50.00000%
G03152	PROD	Eugene Island	136	19,135' to 99,999	All	Operating Rights	50.00000%
G01220	PROD	Eugene Island	158	17,588 to 99,999		Operating Rights	50.00000%
G13622	PROD	Eugene Island	173	14,097' to 99,999	All	Operating Rights	50.00000%
G03782	PROD	Eugene Island	174	from the stratigraphic equivalent of 100' below a true vertical depth of 10,960' as encountered in the Newfield Exploration Company OCSG 3782 Well No. A10 to 99,999' TVDSS	SW/4	Operating Rights	100.00000%
G03782	PROD	Eugene Island	174	12,431' TVDSS to 99,999'	N/2;SE/5	Operating Rights	50.00000%
438	PROD	Eugene Island	175	13,032 to 99,999	All	Operating Rights	37.50000%
G10736	PROD	Eugene Island	187	17,170' to 99,999	All	Operating Rights	50.00000%
423	PROD	Eugene Island	189	13,638' to 99,999	W/2;W/2E/2	Operating Rights	50.00000%
G05502	UNIT	Eugene Island	211	surface to 99,999'	SE/4SE/4; E/2SW/4SE/4	Operating Rights	66.66667%
G05504	PROD	Eugene Island	224	18,000' to 99,999'	All	Operating Rights	15.00000%
G22679	TERMIN	Eugene Island	312	9,000' TVD to 99,999' TVDSS	E/2NW/4;W/2NE/4	Operating Rights	50.00000%
G22679	TERMIN	Eugene Island	312	9,015' TVDSS to 99,999'	W/2NW/4;E/2NE/4;S/3	Operating Rights	50.00000%
G02112	TERMIN	Eugene Island	315	25,000' SS TVD down to 99,999'	S/2	Operating Rights	25.00000%
G24912	PROD	Eugene Island	315	8,000' subsea to 99,999'	N/2	Operating Rights	50.00000%
G05040	PROD	Eugene Island	316	7,739' TVDSS to 99,999'	All	Operating Rights	50.00000%
G02912	TERMIN	Eugene Island	329	from 7,871' TVDSS to 99,999'		Operating Rights	50.00000%
G02115	UNIT	Eugene Island	330	8,329' TVDSS to 99,999'	SW/4, SW/4NW/4, S/2NW/4NW/4, NW/4NW/4NW/4, S/2SE/4NW/4, NW/4SE/4NW/4, SW/4SE/4, S/2NW/4SE/4, NW/4NW/4SE/4, S/2SE/4SE/4 and NW/4SE/4SE/4	Operating Rights	21.00000%
G02115	UNIT	Eugene Island	330	8,329' TVDSS to 99,999'	SW/4, SW/4NW/4, S/2NW/4NW/4, NW/4NW/4NW/4, S/2SE/4NW/4, NW/4SE/4NW/4, SW/4SE/4, S/2NW/4SE/4, NW/4NW/4SE/4, S/2SE/4SE/4 and NW/4SE/4SE/4	Operating Rights	11.51246%
G02317	TERMIN	Eugene Island	333	12,629' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G15263	TERMIN	Eugene Island	334	12,629' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G03332	UNIT	Eugene Island	337	7,026' TVD to 99,999' TVDSS.	NE/4NE/4NE/4	Operating Rights	98.00000%
G03332	UNIT	Eugene Island	337	6,020' TVDSS to 99,999' TVDSS	SW/4SE/4SE/4; S/2SW/4SW/4	Operating Rights	100.00000%
G03332	UNIT	Eugene Island	337	12,455' TVDSS to 99,999'	SE/4SW/4, W/2SE/4, and SW/4NE/4	Operating Rights	50.00000%
G14482	PROD	Eugene Island	346	13,469' TVDSS to 99,999' TVDSS	N/2NW/4, SE/4NW/4, NE/4SW/4NW/4, E/2SW/4, E/2SW/4SW/4 and SE/4	Operating Rights	50.00000%
G14482	PROD	Eugene Island	346	7,511' TVD to 99,999' TVDSS	NE/4	Operating Rights	100.00000%
G14482	PROD	Eugene Island	346	from the stratigraphic equivalent of 12,890' TVD, being the total depth drilled in the Eugene Island Area, South Addition, Block 346, OCSG 14482, B1 Well plus 100 feet being 12,990' TVD to 99,999' TVDSS	W/2SW/4NW/4, SE/4SW/4NW/4, NW/4SW/4, and W/2SW/4SW/4	Operating Rights	100.00000%
G10752	PROD	Eugene Island	354	9,669' TVDSS to 99,999'	S/2, S/2N/2 and NE/4NE/4	Operating Rights	50.00000%
G02324	PROD	Eugene Island	361	5,220' TVDSS to 99,999' TVDSS	All	Operating Rights	6.17647%
G31470	PROD	Ewing Bank	782	12,960' TVDSS to 99,999	All	Operating Rights	50.00000%
G03228	UNIT	Galveston	180	8,900' to 99,999		Operating Rights	50.00000%
G25524	PROD	Galveston	210	100' below the stratigraphic equivalent of 10,200' TD to 99,999' TVDSS	N/2NE/4	Operating Rights	33.34000%
G25524	PROD	Galveston	210	9,636' to 99,999	S/2NE/4, NW/4 and S/2	Operating Rights	33.34000%
174	UNIT	Grand Isle	32	depths below 18,000' subsea (TVDS) to 99,999' subsea (TVDS).	S/2	Operating Rights	18.75000%
126	UNIT	Grand Isle	39	below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	E/2	Operating Rights	18.75000%
127	UNIT	Grand Isle	39	below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	W/2	Operating Rights	18.75000%
128	UNIT	Grand Isle	40	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
129	UNIT	Grand Isle	41	below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	E/2	Operating Rights	18.75000%
130	UNIT	Grand Isle	41	18,000' subsea (TVDS) to 99,999' subsea (TVDS)	W/2	Operating Rights	18.75000%
131	UNIT	Grand Isle	42	below 18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
175	UNIT	Grand Isle	43	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
176	UNIT	Grand Isle	44	18,000' subsea (TVDS) to 99,999'	N/2	Operating Rights	18.75000%
132	UNIT	Grand Isle	46	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
133	UNIT	Grand Isle	47	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
134	UNIT	Grand Isle	48	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
177	UNIT	Grand Isle	52	depths below 17,651' TVDSS down to 99,999' TVDSS	N/2	Operating Rights	18.75000%
G13944	UNIT	Grand Isle	116	19,402' TVDSS to 99,999' TVDSS		Operating Rights	25.00000%
G01848	PROD	High Island	129	15,418' TVDSS to 99,999'	W/2NW/4, SE/4NW/4, W/2NE/4NW/4;S/2	Operating Rights	45.00000%
G03236	UNIT	High Island	179	9,839' TVDSS to 99,999'	W/2NW/4;S/2	Operating Rights	50.00000%
G03236	UNIT	High Island	179	10,036' TVDSS to 99,999'	E/2N/2;E/2W/2N/2	Operating Rights	50.00000%
G20660	PROD	High Island	206	12,145' TVDSS to 99,999'	All	Operating Rights	50.00000%
G25605	PROD	High Island	A0341	8,847' TVDSS to 99,999'	All	Operating Rights	30.00000%
G02750	PROD	High Island	A0365	5,659' TVDSS to 99,999'	All	Operating Rights	26.54255%
G02754	PROD	High Island	A0376	11,850' TVDSS to 99,999'	N/2, SW/4, W/2SE/4, SE/4SE/4, W/2NE/4SE/4 and SE/4NE/4SE/4	Operating Rights	22.28723%
G02757	PROD	High Island	A0382	11,025' TVDSS to 99,999'	All	Operating Rights	36.20529%
G02721	PROD	High Island	A0595	10,827' TVDSS to 99,999'	All	Operating Rights	36.20510%
G02722	PROD	High Island	A0596	13,264' TVDSS to 99,999'	All	Operating Rights	36.20510%
G02393	PROD	High Island	A0573	7,795' to 99,999'		Operating Rights	36.20510%
G04481	RELINQ	Main Pass	77	depths below the stratigraphic equivalent of 13,040' measured depth on the Schlumberger IFS/Sonic wireline log (RUN 4) dated 7/12/81 for the Chevron U.S.A. Inc. State of La. Lease 8693 Well No. 4 (API # 1772520242), Main Pass Block 77 field down to 99,999'		Operating Rights	11.76468%
G02193	PROD	Main Pass	140	8,959' TVDSS to 99,999'		Operating Rights	32.50000%
G07827	TERMIN	Main Pass	259	11,636' TVDSS to 99,999' TVDSS		Operating Rights	28.45078%
G07828	TERMIN	Main Pass	260	from 12,072' TVDSS to 99,999' TVDSS		Operating Rights	28.45078%
G15395	PROD	Main Pass	275	11,278' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G01666	PROD	Main Pass	289	9,077' TVDSS to 99,999' TVDSS	N/2, SW/4 and W/2W/2SE/4	Operating Rights	50.00000%
G01673	UNIT	Main Pass	296	below 9,500' TVDSS down to 99,999' TVDSS		Operating Rights	16.66667%
G04253	UNIT	Main Pass	303	6,060' TVDSS to 99,999'	N/2 and N/2S/2	Operating Rights	93.10100%

Lease / ROW / RUE	Status	Area	Block	Depths	Area / Aliquot	Leasehold	WI
G32265	PROD	Main Pass	308	from 6,284' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G08760	PROD	Main Pass	309	6,510' TVDSS to 99,999'		Operating Rights	50.00000%
G04126	UNIT	Main Pass	310	6,944' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G02213	PROD	Main Pass	311	below 12,000' TVDSS down to 99,999' TVDSS		Operating Rights	16.66666%
G16520	PROD	Main Pass	312	10,989' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G08467	PROD	Main Pass	315	from the stratigraphic equivalent of the deepest depth found production (7,830' MD/TVD) in the Apache Corporation OCS-G 8467 No 2 Well plus 100' to 99,999'	W/2NW/4 and W/2E/2NW/4	Operating Rights	100.00000%
G08467	PROD	Main Pass	315	from 7,760' TVDSS to 99,999' TVDSS	S/2, NE/4 and E/2E/2NW/4	Operating Rights	50.00000%
G01966	UNIT	Main Pass	152	from the stratigraphic equivalent of 10,700' Measured Depth as seen in the OCSG 1967 #3 Well down to a depth of 50,000'		Operating Rights	37.50000%
G01967	UNIT	Main Pass	153	10,700' MD down to a depth of 50,000' TVD		Operating Rights	37.50000%
MF88562	Shut-In	Matagorda ls	487	4 below the base of the MF Sand	SW/4	Leasehold	50.00000%
MF88560	Shut-In	Matagorda ls	487	below the base of the MF Sand	SE/4	Leasehold	50.00000%
MF80522	Shut-In	Matagorda ls	518	below the base of the 15600 Sand	NW/4	Leasehold	50.00000%
MF79413	Shut-In	Matagorda ls	519	below the base of the 16950 Sand	NE/4	Leasehold	50.00000%
G09777	PROD	Mississippi Canyon	108	below 20,000' true vertical depth subsea down to 99,999'	All	Operating Rights	37.59399%
G18192	PROD	Mississippi Canyon	110	6,688' TVDSS to 99,999'	All	Operating Rights	25.00000%
G02968	PROD	Mississippi Canyon	311	11,860' TVDSS to 99,999'	All	Operating Rights	50.00000%
G26176	PROD	Mobile	826	21,730' TVDSS to 99,999'		Operating Rights	37.50000%
333	UNIT	Ship Shoal	30	17,478' TVDSS to 99,999' TVDSS	All	Operating Rights	18.75000%
G02919	PROD	Ship Shoal	91	11,148' TVDSS to 99,999' TVDSS		Operating Rights	6.25000%
G02919	PROD	Ship Shoal	91	11,148' TVDSS to 99,999' TVDSS		Operating Rights	28.12500%
G12941	PROD	Ship Shoal	129	17,446' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G15282	PROD	Ship Shoal	151	from the stratigraphic equivalent of 12,612' MD as seen in the Zilkha OCS-G 15282 Well No. 1 (said depth being 100' below the total depth drilled and logged in the Zilkha OCS-G 15282 Well No. 1), down to 99,999' TVDSS	All	Operating Rights	50.00000%
820	PROD	Ship Shoal	169	10,658' TVDSS to 99,999' TVDSS	All	Operating Rights	33.33000%
G05550	UNIT	Ship Shoal	175	surface to 99,999' TVD	S/2SW/4NW/4; NW/4SW/4	Operating Rights	66.66667%
G33646	PROD	Ship Shoal	176	12,274' TVDSS to 99,999' TVDSS	All	Operating Rights	20.00000%
G05551	PROD	Ship Shoal	178	10,031' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G03998	PROD	Ship Shoal	182	11,825' TVDSS to 99,999' TVDSS	W/2	Operating Rights	50.00000%
G04232	PROD	Ship Shoal	189	19,077' TVDSS to 99,999' TVDSS	W/2, SE/4, N/2N/2NE/4 and SW/4NW/4NE/4	Operating Rights	49.47915%
G04232	PROD	Ship Shoal	189	19,000' TVD to 99,999' TVDSS	S/2NE/4, SE/4NW/4NE/4 and S/2NE/4NE/4	Operating Rights	49.47915%
G13917	PROD	Ship Shoal	193	12,901' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G15288	PROD	Ship Shoal	194	13,619' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G12355	PROD	Ship Shoal	198	12,072' TVDSS to 99,999'	NW/4, W/2W/2NE/4, N/2NE/4SW/4, NW/4SW/4SW/4	Operating Rights	25.00000%
593	PROD	Ship Shoal	198	12,072' TVDSS to 99,999'	E/2NE/4; E/2W/2NE/4; S/2NE/4SW/4; S/2SW/4; SE/4	Operating Rights	25.00000%
594	PROD	Ship Shoal	199	10,440' TVDSS to 99,999' TVDSS	W/2, W/2W/2NE/4, W/2NW/4SE/4, SE/4NW/4SE/4, SW/4SE/4, S/2SE/4SE/4	Operating Rights	25.00000%
G01520	PROD	Ship Shoal	204	12,791' TVDSS to 99,999' TVDSS	All	Operating Rights	27.58165%
G01522	UNIT	Ship Shoal	206	12,355' TVDSS to 99,999' TVDSS	All	Operating Rights	30.00000%
G01523	UNIT	Ship Shoal	207	below 15,000' down to 99,999' TVD	All	Operating Rights	23.95873%
G01524	PROD	Ship Shoal	216	14,088' TVDSS to 99,999' TVDSS	All	Operating Rights	27.77814%
G10780	PROD	Ship Shoal	243	from 15,858' TVDSS to 99,999' TVDSS	E/2	Operating Rights	25.00000%
G10780	PROD	Ship Shoal	243	20,000' TVDSS to 99,999' TVDSS	W/2	Operating Rights	25.00000%
G01038	UNIT	Ship Shoal	271	7,810' TVDSS to 99,999' TVDSS	All	Operating Rights	10.00000%
G01039	PROD	Ship Shoal	274	8,525' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G26074	PROD	Ship Shoal	314	10,750' TVDSS to 99,999' TVDSS	W/2W/2	Operating Rights	37.50000%
G26074	PROD	Ship Shoal	314	10,950' TVDSS to 99,999' TVDSS	E/2W/2 and E/2	Operating Rights	37.50000%
G15312	PROD	Ship Shoal	354	14,853' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
334	UNIT	Ship Shoal	31	15,320' to 99,999'		Operating Rights	18.75000%
335	UNIT	Ship Shoal	32	11,315' to 99,999'		Operating Rights	18.75000%
G09627	SOP	Ship Shoal	277	10,000' TVD down to a depth of 50,000' TVD subsea	All	Operating Rights	50.00000%
G01182	TERMIN	South Marsh ls	11	13,007' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G01194	PROD	South Marsh ls	58	13,639' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G17938	PROD	South Marsh ls	105	9,220' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G03776	PROD	South Marsh ls	106	9,368' TVDSS to 99,999' TVDSS	S/2	Operating Rights	50.00000%
G02883	PROD	South Marsh ls	127	all depths below 18,000' (TVDSS) down to 99,999' (TVDSS)		Operating Rights	8.67331%
G02587	PROD	South Marsh ls	128	from 9,016' TVDSS to 99,999' TVDSS		Operating Rights	8.67331%
G02587	PROD	South Marsh ls	128	from 9,016' TVDSS to 99,999' TVDSS		Operating Rights	33.33334%
G02592	PROD	South Marsh ls	149	7,386' TVDSS to 99,999' TVDSS	All	Operating Rights	25.00000%
G04809	PROD	South Marsh ls	161	10,576' TVDSS to 99,999' TVDSS	W/2 and W/2E/2	Operating Rights	50.00000%
G04809	PROD	South Marsh ls	161	from the stratigraphic equivalent of the true vertical depth of 9,782.5' (being the true vertical depth drilled in the OCS-G 4809 #14 Well plus 100 feet) to 99,999' SSTVD	E/2E/2	Operating Rights	100.00000%
G02311	PROD	South Marsh ls	269	11,719' TVDSS to 99,999' TVDSS	All	Operating Rights	36.41794%
G14456	PROD	South Marsh ls	280	14,115' TVDSS to 99,999' TVDSS	W/2, NE/4 and E/2E/2SE/4	Operating Rights	25.00000%
G14456	PROD	South Marsh ls	280	from 100' below the stratigraphic equivalent of that certain zone encountered between the interval of 13,814' and 13,920' TVD on the electric log from the Norcen Explorer, Inc. OCS-G 14456 Well No. 3 to 99,999' TVDSS	W/2SE/4 and W/2E/2SE/4	Operating Rights	50.00000%
G02600	PROD	South Marsh ls	281	16,062' TVDSS to 99,999' TVDSS	All	Operating Rights	34.06318%
G21618	PROD	South Marsh ls	93	13,299' to 99,999'		Operating Rights	6.25000%
792	PROD	South Marsh ls	108	all depths below 14,000' TVD		Operating Rights	16.66667%
G01192	PROD	South Marsh ls	41	15,000' TVD down to a depth of 50,000' TVD	W/2	Operating Rights	25.00000%
G01192	PROD	South Marsh ls	41	11,500' TVD down to a depth of 50,000' TVD	E/2	Operating Rights	50.00000%
786	PROD	South Marsh ls	48	13,000' TVD down to a depth of 50,000' Subsea	All	Operating Rights	50.00000%
G01294	PROD	South Pass	62	18,247' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G01614	PROD	South Pass	70	8,480' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G07799	TERMIN	South Pass	87	18,001' TVDSS to 99,999' TVDSS	All	Operating Rights	16.68000%
G07799	TERMIN	South Pass	87	18,001' TVDSS to 99,999' TVDSS	All	Operating Rights	16.67000%
G01618	PROD	South Pass	89	16,802' TVDSS to 99,999' TVDSS	All	Operating Rights	25.00000%
G01901	UNIT	South Pass	64	from 10,700' Measured Depth down to a depth of 50,000' TVD subsea		Operating Rights	37.50000%
G01610	UNIT	South Pass	65	from 10,700' Measured Depth down to a depth of 50,000' TVD subsea	All	Operating Rights	37.50000%
G04234	TERMIN	South Pelto	1	12,460' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G02924	TERMIN	South Pelto	9	100' below the stratigraphic equivalent of 17,397' TVD as seen in the Newfield Exploration Company OCS-G 02924 Well No. 10 (API No. 177134025300) to 99,999' TVDSS	NE/4	Operating Rights	50.00000%
G02924	TERMIN	South Pelto	9	16,992' TVDSS to 99,999' TVDSS	S/2; NW/4	Operating Rights	50.00000%
G02925	TERMIN	South Pelto	10	13,261' TVDSS to 99,999' TVDSS		Operating Rights	-
71	RELINQ	South Pelto	11	11,705' TVDSS to 99,999' TVDSS		Operating Rights	-

Lease / ROW / RUE	Status	Area	Block	Depths	Area / Aliquot	Leasehold	WI
G24956	PROD	South Timbalier	49	18,800' TVD to 99,999' TVDSS	All	Operating Rights	50.00000%
G04000	PROD	South Timbalier	53	6,782' TVDSS to 99,999' TVDSS	All	Operating Rights	25.00000%
G01960	PROD	South Timbalier	148	17,777' TVDSS to 99,999' TVDSS	NE/4, N/2NE/4SE/4, SE/4NE/4SE/4 and NE/4SE/4SE/4	Operating Rights	7.77500%
G05612	PROD	South Timbalier	205	18,640' TVDSS to 99,999' TVDSS	SE/4SW/4	Operating Rights	25.00000%
G16455	PROD	South Timbalier	291	9,669' TVDSS to 99,999' TVDSS	N/2 and SE/4	Operating Rights	50.00000%
G16455	PROD	South Timbalier	291	7,461' TVDSS to 99,999' TVDSS	SW/4	Operating Rights	100.00000%
G05646	UNIT	South Timbalier	295	14,293' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G31418	PROD	South Timbalier	311	12,251' TVD to 99,999'	All	Operating Rights	22.50000%
G22762	PROD	South Timbalier	316	12,520' TVDSS to 99,999' TVDSS	All	Operating Rights	10.00000%
G03328	TERMIN	Vermilion	261	9,241' TVD as identified in the Stone Energy Corporation's OCS-G 3328 Well No A-3 ST to 99,999' TVDSS	S/2S/2NE/4 and N/2NE/4SE/4	Operating Rights	37.50000%
G03328	TERMIN	Vermilion	261	9,304' TVDSS to 99,999' TVDSS	W/2, N/2NE/4, N/2S/2NE/4, W/2SE/4, SE/4SE/4 and S/2NE/4SE/4	Operating Rights	37.50000%
G01955	SOP	Vermilion	265	10,465' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G21096	TERMIN	Vermilion	326	8,447' TVDSS to 99,999' TVDSS	All	Operating Rights	35.15742%
G02274	UNIT	Vermilion	369	below 10,000' down to 99,999'	NW/4, W/2E/2, NE/4NE/4	Operating Rights	11.58535%
G02580	PROD	Vermilion	380	10,245' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G02278	UNIT	Vermilion	386	5,175' TVDSS to 99,999' TVDSS	NW/4NE/4NE/4, S/2NE/4NE/4, E/2NW/4NE/4, NW/4SE/4NE/4 and N/2SW/4NE/4	Operating Rights	15.08620%
G02278	UNIT	Vermilion	386	5,175' TVDSS to 99,999' TVDSS	S/2, SW/4NW/4, S/2S/2NE/4, W/2NW/4NE/4, NE/4SE/4NE/4 and NE/4NE/4NE/4	Operating Rights	14.48210%
G04800	PROD	Vermilion	271	6,103' TVD down to a depth of 50,000' TVD subsea	All	Operating Rights	6.25000%
G15212	PROD	Vermilion	408	below 9,000' TVD	All	Operating Rights	50.00000%
G10930	UNIT	Viosca Knoll	251	depths below the stratigraphic equivalent of the subsea depth of 15,083 to and including 99,999' as encountered in Samedan Oil Corporation's OCS-G 13982 #1 well located in Viosca Knoll Block 252	All	Operating Rights	3.75000%
G10933	UNIT	Viosca Knoll	340	depths below the stratigraphic equivalent of the subsea depth of 15,083 to and including 99,999' as encountered in Samedan Oil Corporation's OCS-G 13982 #1 well located in Viosca Knoll Block 252	All	Operating Rights	3.75000%
G07898	TERMIN	Viosca Knoll	693	11,636' TVDSS to 99,999' TVDSS	All	Operating Rights	28.45078%
G13055	TERMIN	Viosca Knoll	694	10,774' TVDSS to 99,999' TVDSS	W/2, NE/4 and N/2SE/4	Operating Rights	26.53745%
G13055	TERMIN	Viosca Knoll	694	11,714' TVDSS to 99,999' TVDSS	S/2SE/4	Operating Rights	26.53745%
G15050	PROD	West Cameron	33	15,055' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G02825	PROD	West Cameron	65	all depths below the stratigraphic equivalent of the vertical depth of 13,679' as seen in the OCS-G 02825 Well No. 4, down to a vertical depth of 99,999'	E/2E/2SW/4; W/2W/2SE/4; and E/2SW/4SE/5	Operating Rights	100.00000%
G02825	PROD	West Cameron	65	depths below 100' below the stratigraphic equivalent of the base of the IT Sand as present in The Continental Oil Company's West Cameron Block 66 B-14 Well at a measured depth of 9,580 feet on the ISF-Sonic Log down to 99,999 feet TVDSS	NE/4	Operating Rights	81.25000%
G23735	PROD	West Cameron	72	15,126' TVDSS to 99,999' TVDSS	All	Operating Rights	12.50000%
247	TERMIN	West Cameron	102	14,150' TVD to 99,999' TVDSS	N/2SW/4NW/4, NW/4SE/4NW/4	Operating Rights	100.00000%
81		West Cameron	110	all depths below 15,000' (TVDSS) down to 99,999' (TVDSS)	All	Operating Rights	18.75000%
82	PROD	West Cameron	111	below 15,000' (TVDSS) down to 99,999' (TVDSS)	SE/4	Operating Rights	18.75000%
G04818	TERMIN	West Cameron	290	9,500' TVD to 99,999' TVDSS		Operating Rights	8.33334%
680	PROD	West Cameron	20	13,500' TVD to 50,000' TVD	All	Operating Rights	25.00000%
G02826	PROD	West Cameron	66	13,590' to 99,999'	W1/2; N1/2SE1/4	Operating Rights	37.50000%
G02826	PROD	West Cameron	66	9,216' to 99,999'	S1/2SE1/4	Operating Rights	75.00000%
179		West Delta	67	below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	S/2	Operating Rights	18.75000%
180	UNIT	West Delta	68	below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	S/2	Operating Rights	18.75000%
181	UNIT	West Delta	69	18,000' subsea (TVDS) to 99,999' subsea (TVDS)	All	Operating Rights	18.75000%
182	UNIT	West Delta	70	18,000' subsea (TVDS) to 99,999' subsea (TVDS)	All	Operating Rights	18.75000%
838	UNIT	West Delta	71	depths below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	All	Operating Rights	18.75000%
G01085	PROD	West Delta	75	17,844' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G01089	PROD	West Delta	90	13,199' TVDSS to 99,999' TVDSS	N/2 and N/2S/2	Operating Rights	50.00000%
G01089	PROD	West Delta	90	13,199' TVDSS to 99,999' TVDSS	S/2S/2	Operating Rights	40.62500%
839	PROD	West Delta	94	13,159' TVDSS to 99,999' TVDSS		Operating Rights	37.50000%
G01497	PROD	West Delta	95	13,601' TVDSS to 99,999' TVDSS	N/2, N/2N/2SE/4, N/2SE/4 and N/2SW/4SW/4	Operating Rights	37.50000%
G12360	PROD	West Delta	103	13,279' TVDSS to 99,999' TVDSS	NW/4NW/4, NE/4NW/4, N/2N/2SW/4NW/4, N/2NW/4NE/4, N/2S/2NW/4NE/4, N/2N/2NE/4NE/4	Operating Rights	40.62500%
840		West Delta	103	13,279' TVDSS to 99,999' TVDSS	S/2, S/2NE/4, SE/4NW/4, S/2SW/4NW/4, S/2NE/4NE/4, S/2N/2NE/4NE/4, S/2S/2NW/4NE/4 and S/2N/2SW/4NW/4	Operating Rights	50.00000%
841	PROD	West Delta	104	11,970' TVDSS to 99,999' TVDSS	NW4, N2NE4, SW4NE4 and N2SE4NE4	Operating Rights	50.00000%
842	PROD	West Delta	105	12,149' TVDSS to 99,999' TVDSS	N2S2N2	Operating Rights	50.00000%

Asset Name	FWE Acct. Code	Lease Number	API
BRAZOS 491 #004	BA49100400	G06069	427044034300
BRAZOS 491 #005	BA49100500	G06069	427044035700
BRAZOS 491 #A001	BA491A0100	G06069	427044018200
BRAZOS 491 #A002	BA491A0200	G06069	427044018300
BRAZOS 491 #A003	BA491A0300	G06069	427044032900
BRAZOS A-105 #B001	BAA105B010	G01757	427054012200
BRAZOS A-105 #B002	BAA105B020	G01757	427054012600
BRAZOS A-105 #B003	BAA105B030	G01757	427054012800
BRAZOS A-105 #B004	BAA105B040	G01757	427054013000
BRAZOS A-105 #B005	BAA105B050	G01757	427054013300
BRAZOS A-133 #A001	BAA133A010	G02665	427054002400
BRAZOS A-133 #A002	BAA133A020	G02665	427054003300
BRAZOS A-133 #A003	BAA133A030	G02665	427054003500
BRAZOS A-133 #A004 ST1	BAA133A041	G02665	427054004301
BRAZOS A-133 #A005 ST1	BAA133A051	G02665	427054004001
BRAZOS A-133 #A006	BAA133A060	G02665	427054004500
BRAZOS A-133 #A007	BAA133A070	G02665	427054004800
BRAZOS A-133 #A008	BAA133A080	G02665	427054005200
BRAZOS A-133 #A009	BAA133A090	G02665	427054005400
BRAZOS A-133 #A010	BAA133A100	G02665	427054013100
BRAZOS A-133 #C001	BAA133C010	G02665	427054007800
BRAZOS A-133 #C002	BAA133C020	G02665	427054008200
BRAZOS A-133 #C003	BAA133C030	G02665	427054010700
BRAZOS A-133 #C004	BAA133C040	G02665	427054013500
BRAZOS A-133 #D001 ST1	BAA133D011	G02665	427054009201
BRAZOS A-133 #D003	BAA133D030	G02665	427054012700
CHANDELEUR 042 #A002	CA042A0200	G32267	177294001500
CHANDELEUR 043 #A001	CA043A0100	G32268	177294001400
CHANDELEUR 043 #A003	CA043A0300	G32268	177294001600
EAST CAMERON 002 #001 SL 18121	SL18121010	18121	177032013600
EAST CAMERON 002 #001AL 16475	SL16475010	16475	177032012000
EAST CAMERON 002 #002AL 16475	SL16475020	16475	177032012200
EAST CAMERON 002 #003 SL16475	SL16475030	16475	177032012300
EAST CAMERON 002 #004AL 16475	SL16475040	16475	177032012400
EAST CAMERON 002 #005AL 16475	SL16475050	16475	177032012500
EAST CAMERON 009 #B009	EC009B0900	G01440	177032004300
EAST CAMERON 014 #012	EC01401200	G01440	177034060600
EAST CAMERON 014 #013	EC01401300	G01440	177034101300
EAST CAMERON 014 #B006	EC014B0600	G01440	177032003700
EAST CAMERON 014 #B007	EC014B0700	G01440	177032004000
EAST CAMERON 014 #B008	EC014B0800	G01440	177032004200
EAST CAMERON 014 #B010 ST1	EC014B1001	G01440	177032004601
EAST CAMERON 014 #B011	EC014B1100	G01440	177034006900
EAST CAMERON 014 #B013	EC014B13	G13572	177034094700
EAST CAMERON 014 #CF001	EC014CF010	G01440	177030032800
EAST CAMERON 014 #CF002	EC014CF020	G13572	177034068600

Asset Name	FWE Acct. Code	Lease Number	API
EAST CAMERON 037 #A002	EC037A0200	G25933	177034101700
EAST CAMERON 265 #D001	EC265D0100	G00972	177044105100
EAST CAMERON 265 #D002	EC265D0200	G00972	177044106200
EAST CAMERON 265 #D003	EC265D0300	G00972	177044106300
EAST CAMERON 265 #D004	EC265D0400	G00972	177044106400
EAST CAMERON 265 #D005	EC265D0500	G00972	177044106500
EAST CAMERON 278 #B009	EC278B0900	G00974	177044071700
EAST CAMERON 278 #C001	EC278C0100	G00974	177044058500
EAST CAMERON 278 #C002	EC278C0204	G00974	177044070000
EAST CAMERON 278 #C003	EC278C0300	G00974	177044071800
EAST CAMERON 278 #C004 ST2	EC278C0401	G00974	177044072101
EAST CAMERON 278 #C005	EC278C0500	G00974	177044069700
EAST CAMERON 278 #C006	EC278C0600	G00974	177044071400
EAST CAMERON 278 #C007	EC278C0700	G00974	177044094800
EAST CAMERON 278 #C008	EC278C0800	G00974	177044109800
EAST CAMERON 278 #C009	EC278C0900	G00974	177044109901
EAST CAMERON 338 #A002	EC338A0200	G02063	177044024700
EAST CAMERON 338 #A003	EC338A0300	G02063	177044025000
EAST CAMERON 338 #A011	EC338A1100	G02063	177044028800
EAST CAMERON 338 #A015	EC338A1500	G02063	177044032000
EAST CAMERON 338 #A016	EC338A1601	G02063	177044034601
EAST CAMERON 338 #A022	EC338A2200	G02063	177044025101
EUGENE IS 053 #008D	EI053008D0	00479	177094086200
EUGENE IS 053 #009	EI05300900	00479	177094094000
EUGENE IS 053 #010 ST1	EI05301001	00479	177094113001
EUGENE IS 053 #012 ST1	EI05301201	00479	177094115301
EUGENE IS 053 #015 BP1	EI05301501	00479	177094127601
EUGENE IS 053 #B001D	EI053B01D0	00479	177094085900
EUGENE IS 053 #C001	EI053C0101	00479	177094121101
EUGENE IS 053 #C002	EI053C0200	00479	177094122600
EUGENE IS 053 #G001 ST1	EI053G01D2	00479	177094144201
EUGENE IS 119 #030 ST1	EI11903001	00049	177094079801
EUGENE IS 119 #033 ST2	EI11903302	00049	177094117002
EUGENE IS 119 #034	EI11903400	00049	177094118700
EUGENE IS 119 #035 ST1	EI11903501	00049	177094120301
EUGENE IS 119 #037 ST1	EI11903701	00049	177094129001
EUGENE IS 119 #F001D	EI119F01D0	00049	177090026700
EUGENE IS 119 #F002 ST1	EI119F0201	00049	177090026801
EUGENE IS 119 #F003	EI119F0300	00049	177090026900
EUGENE IS 119 #F005 ST1	EI119F0501	00049	177090027101
EUGENE IS 119 #F006	EI119F0600	00049	177090027200
EUGENE IS 119 #F007	EI119F0700	00049	177094137900
EUGENE IS 119 #F008 ST1	EI119F0801	00049	177094138401
EUGENE IS 119 #K001	EI119K0100	00049	177090028900
EUGENE IS 119 #K002	EI119K0200	00049	177090029000
EUGENE IS 119 #K003	EI119K0300	00049	177090029100

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 119 #K004	EI119K0400	00049	177090029200
EUGENE IS 119 #K005	EI119K0500	00049	177090029300
EUGENE IS 119 #K006	EI119K0600	00049	177090029400
EUGENE IS 119 #K007	EI119K0700	00049	177090029500
EUGENE IS 119 #M004	EI119M0400	00049	177090029900
EUGENE IS 119 #M007	EI119M0700	00049	177092009000
EUGENE IS 120 #009 ST1	EI12000901	00050	177094026101
EUGENE IS 120 #011	EI12001100	00050	177094078000
EUGENE IS 120 #012 ST1	EI12001201	00050	177094113901
EUGENE IS 120 #013	EI12001300	00050	177094114100
EUGENE IS 120 #014	EI12001400	00050	177094115200
EUGENE IS 120 #015 ST2	EI12001502	00050	177094116702
EUGENE IS 120 #017	EI12001700	00050	177094121700
EUGENE IS 120 #019 ST2	EI12001902	00050	177094126102
EUGENE IS 120 #020	EI12002000	00050	177094138300
EUGENE IS 120 #I008	EI120I0800	00050	177094137000
EUGENE IS 125 #002B ST2	EI125002B2	00051	177090022902
EUGENE IS 125 #A003 ST1	EI125A0301	00051	177090022601
EUGENE IS 125 #R001	EI125R0100	00051	177094080201
EUGENE IS 125 #R002	EI125R0201	00051	177094141301
EUGENE IS 126 #012	EI12601201	00052	177094131501
EUGENE IS 126 #031 ST2	EI12603102	00052	177094086702
EUGENE IS 126 #A002	EI126A0200	00052	177090022500
EUGENE IS 126 #A004D	EI126A04D0	00052	177090022700
EUGENE IS 126 #A005	EI126A0501	00052	177094092903
EUGENE IS 126 #A006	EI126A0600	00052	177094151000
EUGENE IS 136 #001	EI13600100	G03152	177094115700
EUGENE IS 136 #JA001	EI136JA100	G03152	177094028300
EUGENE IS 136 #JA002	EI136JA200	G03152	177094117501
EUGENE IS 136 #JA003 BP1	EI136JA301	G03152	177094140601
EUGENE IS 136 #JA004	EI136JA400	G03152	177094151101
EUGENE IS 158 #014B	EI158014B0	G01220	177090094300
EUGENE IS 158 #016	EI15801600	G01220	177092000402
EUGENE IS 158 #017A	EI158017A0	G01220	177092000900
EUGENE IS 158 #027 ST1	EI15802701	G01220	177092006501
EUGENE IS 158 #028 ST1BP1	EI15802802	G01220	177092009702
EUGENE IS 158 #029	EI15802900	G01220	177092008200
EUGENE IS 158 #032	EI15803200	G01220	177094111400
EUGENE IS 158 #034	EI15803400	G01220	177094147600
EUGENE IS 158 #B003A	EI158B03A2	G01220	177090066202
EUGENE IS 158 #B004B	EI158B04B0	G01220	177090063700
EUGENE IS 158 #B005E	EI158B05E0	G01220	177090070400
EUGENE IS 158 #B007	EI158B0703	G01220	177090094803
EUGENE IS 158 #B008	EI158B0800	G01220	177092001500
EUGENE IS 158 #B010F	EI158B1100	G01220	177092001800
EUGENE IS 158 #B011 ST2	EI158B1102	G01220	177094104902

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 158 #B012	EI158B1200	G01220	177094105000
EUGENE IS 158 #B013	EI158B1302	G01220	177094143502
EUGENE IS 158 #C001	EI158C0100	G01220	177092014700
EUGENE IS 158 #C002	EI158C0200	G01220	177092015200
EUGENE IS 158 #C003C	EI158C03C0	G01220	177092015300
EUGENE IS 158 #C005A	EI158C05A0	G01220	177094002200
EUGENE IS 158 #C006	EI158C0600	G01220	177094001900
EUGENE IS 158 #C007F	EI158C07F0	G01220	177094004700
EUGENE IS 158 #C008C	EI158C08C0	G01220	177094005100
EUGENE IS 158 #C009	EI158C0900	G01220	177094005700
EUGENE IS 158 #C010B	EI158C10B0	G01220	177094006000
EUGENE IS 158 #C011A	EI158C11A0	G01220	177094006300
EUGENE IS 158 #C012D	EI158C12D0	G01220	177094007100
EUGENE IS 158 #C013D	EI158C13D0	G01220	177094008000
EUGENE IS 158 #C014	EI158C1400	G01220	177094008100
EUGENE IS 158 #JB008	EI158JB801	G01220	177090091401
EUGENE IS 158 #JB009	EI158JB900	G01220	177090090200
EUGENE IS 158 #JB013	EI158JB130	G01220	177090094102
EUGENE IS 158 #JB019	EI158JB190	G01220	177092002101
EUGENE IS 158 #JB022	EI158JB220	G01220	177092003300
EUGENE IS 158 #JB024	EI158JB240	G01220	177092003900
EUGENE IS 158 #JB030 (D04)	EI158JB300	G01220	177094100300
EUGENE IS 158 #JB033	EI158JB330	G01220	177094111100
EUGENE IS 173 #G002	EI173G0200	G13622	177094074701
EUGENE IS 174 #A010	EI174A1000	G03782	177094101100
EUGENE IS 174 #G001 ST1	EI174G0101	G03782	177094065601
EUGENE IS 174 #G003 ST2	EI174G0302	G03782	177094084402
EUGENE IS 174 #G004 ST1	EI174G0402	G03782	177094116502
EUGENE IS 175 #D006 ST1	EI175D0601	00438	177094003301
EUGENE IS 175 #D008	EI175D0800	00438	177094003900
EUGENE IS 175 #D009 ST1	EI175D0901	00438	177094005401
EUGENE IS 175 #D012 ST	EI175D1201	00438	177094010601
EUGENE IS 175 #D021 ST3	EI175D2103	00438	177092012603
EUGENE IS 175 #F001 ST1	EI175F0101	00438	177094035401
EUGENE IS 175 #F002 ST1	EI175F0201	00438	177094039601
EUGENE IS 175 #F003 ST	EI175F0302	00438	177094039702
EUGENE IS 175 #F004 ST	EI175F0401	00438	177094041001
EUGENE IS 175 #F005	EI175F0500	00438	177094042900
EUGENE IS 175 #F007	EI175F0700	00438	177094048900
EUGENE IS 175 #F009	EI175F0901	00438	177094087601
EUGENE IS 175 #H001	EI175H0100	00438	177094104700
EUGENE IS 175 #H002	EI175H0200	00438	177094106700
EUGENE IS 175 #H003	EI175H0300	00438	177094110800
EUGENE IS 175 #H004	EI175H0400	00438	177094110900
EUGENE IS 175 #H005 ST1BP1	EI175H0502	00438	177094112002
EUGENE IS 175 #I002	EI175I0201	00438	177094107101

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 175 #I003	EI175I0300	00438	177094107200
EUGENE IS 175 #I004	EI175I0400	00438	177094109200
EUGENE IS 175 #I005	EI175I0500	00438	177094109300
EUGENE IS 175 #J001 ST1	EI175J0101	00438	177094122301
EUGENE IS 175 #J002 ST1	EI175J0201	00438	177094123201
EUGENE IS 175 #J003 ST1	EI175J0301	00438	177094123501
EUGENE IS 175 #J004	EI175J0400	00438	177094128300
EUGENE IS 187 #002	EI18700200	G10736	177094151601
EUGENE IS 187 #JC001	EI187JC101	G10736	177094091101
EUGENE IS 187 #JD001	EI187JD201	G10736	177094092801
EUGENE IS 187 #JD002	EI187JD200	G10736	177094131900
EUGENE IS 187 #JE002	EI187JE020	G10736	177094109700
EUGENE IS 188 #JE001	EI188JE100	00443	177094096500
EUGENE IS 189 #020	EI18902000	00423	177094099500
EUGENE IS 189 #B001	EI189B0100	00423	177090062500
EUGENE IS 189 #B003 ST1	EI189B0300	00423	177090062601
EUGENE IS 189 #B014	EI189B1400	00423	177090075200
EUGENE IS 189 #B016B	EI189B16B3	00423	177090075103
EUGENE IS 189 #B020	EI189B2001	00423	177090079001
EUGENE IS 189 #B025	EI189B2501	00423	177090078501
EUGENE IS 189 #B027	EI189B2701	00423	177094059001
EUGENE IS 211 #A003	EI211A0300	G05502	177094071500
EUGENE IS 211 #A005	EI211A0500	G05502	177094083400
EUGENE IS 211 #A006	EI211A0600	G05502	177094083601
EUGENE IS 212 #A001 BP1	EI212A0100	G05503	177094063200
EUGENE IS 212 #A002	EI212A0200	G05503	177094070700
EUGENE IS 212 #A007	EI212A0700	G05503	177094097400
EUGENE IS 224 #A001	EI224A0101	G05504	177094074001
EUGENE IS 224 #A002	EI224A0201	G05504	177094082501
EUGENE IS 224 #A003	EI224A0300	G05504	177094083200
EUGENE IS 224 #A004	EI224A0400	G05504	177094089100
EUGENE IS 224 #A005	EI224A0503	G05504	177094089403
EUGENE IS 224 #A006	EI224A0600	G05504	177094103600
EUGENE IS 224 #A007	EI224A0700	G05504	177094106800
EUGENE IS 224 #A008	EI224A0800	G05504	177094111600
EUGENE IS 224 #A009	EI224A0900	G05504	177094121900
EUGENE IS 224 #A010	EI224A1000	G05504	177094135200
EUGENE IS 224 #C001	EI224C01	G05504	177094112501
EUGENE IS 224 #G002 (ORRI)	EI224G02	G05504	177094150801
EUGENE IS 224 #SS006 (ORRI)	EI224SS06	G05504	177094149000
EUGENE IS 312 #D001	EI312D0100	G22679	177104160900
EUGENE IS 312 #D002	EI312D0200	G22679	177104161900
EUGENE IS 315 #A001 ST1	EI315A0101	G02112	177104099001
EUGENE IS 315 #A003	EI315A0300	G02112	177104099500
EUGENE IS 315 #A005	EI315A0500	G02112	177104099800
EUGENE IS 315 #A006	EI315A0600	G02112	177104101700

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 315 #A007 ST1	EI315A0701	G02112	177104103001
EUGENE IS 315 #A010	EI315A1000	G02112	177104103700
EUGENE IS 315 #A012	EI315A1200	G02112	177104104000
EUGENE IS 315 #A016	EI315A1600	G02112	177104127000
EUGENE IS 315 #A017	EI315A1700	G02112	177104152000
EUGENE IS 315 #C001 (TANA)	EI315C0100	G24912	177104160800
EUGENE IS 315 #C002 (TANA)	EI315C0200	G24912	177104162300
EUGENE IS 316 #A001	EI316A0101	G05040	177104100701
EUGENE IS 316 #A002 ST1	EI316A0200	G05040	177104106400
EUGENE IS 316 #A003 ST3	EI316A0302	G05040	177104111302
EUGENE IS 316 #A005 ST5	EI316A0505	G05040	177104112905
EUGENE IS 316 #A007	EI316A0700	G05040	177104117000
EUGENE IS 316 #A008	EI316A0800	G05040	177104117300
EUGENE IS 316 #A010	EI316A1000	G05040	177104118300
EUGENE IS 316 #A011	EI316A1100	G05040	177104137500
EUGENE IS 316 #A012	EI316A1200	G05040	177104138400
EUGENE IS 316 #A013 ST1 (S01)	EI316A13S1	G05040	177104107601
EUGENE IS 329 #A002	EI329A0200	G02912	177104099101
EUGENE IS 329 #A004	EI329A0400	G02912	177104099400
EUGENE IS 329 #A008	EI329A0800	G02912	177104103500
EUGENE IS 329 #A011	EI329A1100	G02912	177104103800
EUGENE IS 329 #A014	EI329A1400	G02912	177104106800
EUGENE IS 329 #A015	EI329A1500	G02912	177104108001
EUGENE IS 329 #A018	EI329A1800	G02912	177104151700
EUGENE IS 330 #B001	EI330B0101	G02115	177104004301
EUGENE IS 330 #B003 ST1	EI330B0301	G02115	177104008001
EUGENE IS 330 #B004 ST1	EI330B0401	G02115	177104008701
EUGENE IS 330 #B005 ST2	EI330B0502	G02115	177104009502
EUGENE IS 330 #B006 ST3	EI330B0603	G02115	177104010503
EUGENE IS 330 #B007 ST1	EI330B0701	G02115	177104011601
EUGENE IS 330 #B008 ST1 LF	EI330B0801	G02115	177104013001
EUGENE IS 330 #B009 ST1	EI330B0901	G02115	177104016301
EUGENE IS 330 #B010 ST1	EI330B1001	G02115	177104017101
EUGENE IS 330 #B011	EI330B1100	G02115	177104025200
EUGENE IS 330 #B012 ST1	EI330B1201	G02115	177104021001
EUGENE IS 330 #B014 ST1	EI330B1401	G02115	177104027401
EUGENE IS 330 #B015 ST1	EI330B1501	G02115	177104028601
EUGENE IS 330 #B016 ST1	EI330B1601	G02115	177104030201
EUGENE IS 330 #B018	EI330B1800	G02115	177104031200
EUGENE IS 330 #D001	EI330D0100	G02115	177104105600
EUGENE IS 330 #D002	EI330D0200	G02115	177104116900
EUGENE IS 330 #D003 ST2	EI330D0302	G02115	177104117802
EUGENE IS 330 #D004	EI330D0400	G02115	177104118400
EUGENE IS 330 #D005 ST1	EI330D0502	G02115	177104118702
EUGENE IS 330 #D006 ST	EI330D0602	G02115	177104119102
EUGENE IS 330 #D008 ST1	EI330D0801	G02115	177104119602

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 330 #D009 ST1	EI330D0901	G02115	177104138201
EUGENE IS 330 #D011	EI330D1100	G02115	177104138700
EUGENE IS 330 #D012 ST1	EI330D1201	G02115	177104138801
EUGENE IS 330 #D013	EI330D1301	G02115	177104164301
EUGENE IS 330 #D014	EI330D1401	G02115	177104164401
EUGENE IS 330 #D015	EI330D1500	G02115	177104164500
EUGENE IS 330 #D016	EI330D1602	G02115	177104164702
EUGENE IS 330 #D017	EI330D1700	G02115	177104164800
EUGENE IS 330 #D018	EI330D1801	G02115	177104165101
EUGENE IS 330 #D019	EI330D1900	G02115	177104165200
EUGENE IS 330 #D020	EI330D2000	G02115	177104165300
EUGENE IS 333 #B012	EI333B1200	G02317	177104145204
EUGENE IS 334 #B013 ST1	EI334B1301	G15263	177104152201
EUGENE IS 334 #D001 BP1	EI334D0100	G15263	177104159300
EUGENE IS 334 #D003 BP1	EI334D0301	G15263	177104161401
EUGENE IS 337 #A001 ST2	EI337A0102	G03332	177104054002
EUGENE IS 337 #A003 ST1	EI337A0301	G03332	177104101101
EUGENE IS 337 #A005 ST1	EI337A0501	G03332	177104102201
EUGENE IS 337 #A007	EI337A0700	G03332	177104104600
EUGENE IS 337 #A008 ST2	EI337A0802	G03332	177104104902
EUGENE IS 337 #A010	EI337A1000	G03332	177104161000
EUGENE IS 337 #A011	EI337A1103	G03332	177104163803
EUGENE IS 342 #004	EI34200400	G02319	177104113000
EUGENE IS 342 #C002 ST1	EI342C0201	G02319	177104110601
EUGENE IS 342 #C003	EI342C0300	G02319	177104114000
EUGENE IS 342 #C004	EI342C0401	G02319	177104120101
EUGENE IS 342 #C005	EI342C0502	G02319	177104120202
EUGENE IS 342 #C006	EI342C0600	G02319	177104120300
EUGENE IS 342 #C007	EI342C0700	G02319	177104120800
EUGENE IS 342 #C008	EI342C0800	G02319	177104121000
EUGENE IS 342 #C009	EI342C0900	G02319	177104121300
EUGENE IS 342 #C010	EI342C1000	G02319	177104121500
EUGENE IS 342 #C011	EI342C1100	G02319	177104122000
EUGENE IS 342 #C012	EI342C1200	G02319	177104122200
EUGENE IS 342 #C013	EI342C1300	G02319	177104122700
EUGENE IS 342 #C014	EI342C1400	G02319	177104135800
EUGENE IS 342 #C015	EI342C1501	G02319	177104162101
EUGENE IS 342 #C016	EI342C1601	G02319	177104162201
EUGENE IS 342 #C017 BP1	EI342C1701	G02319	177104162501
EUGENE IS 345 #A004	EI345A0401	G21647	177104159201
EUGENE IS 346 #004	EI34600400	G14482	177104150500
EUGENE IS 346 #005	EI34600500	G14482	177104151900
EUGENE IS 346 #A001	EI346A0100	G14482	177104149101
EUGENE IS 346 #A002 ST3	EI346A0203	G14482	177104149603
EUGENE IS 346 #A003	EI346A0300	G14482	177104155100
EUGENE IS 346 #B001 (ORRI)	EI346B0100	G14482	177104161700

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 346 #B003 (ORRI)	EI346B0300	G14482	177104162800
EUGENE IS 353 #D017 ST2	EI353D1702	G03783	177104143402
EUGENE IS 353(354) #D3 ST	EI353D0300	G03783	177104138501
EUGENE IS 354 #A006	EI354A0602	G10752	177104104302
EUGENE IS 354 #D001	EI354D0101	G10752	177104142101
EUGENE IS 354 #D002	EI354D0200	G10752	177104138100
EUGENE IS 354 #D004	EI354D0400	G10752	177104142900
EUGENE IS 354 #D005	EI354D0500	G10752	177104142800
EUGENE IS 354 #D006	EI354D0600	G10752	177104143500
EUGENE IS 354 #D008	EI354D0800	G10752	177104144000
EUGENE IS 354 #D009 ST4	EI354D0904	G10752	177104145604
EUGENE IS 354 #D010	EI354D1000	G10752	177104144700
EUGENE IS 354 #D011	EI354D1100	G10752	177104144900
EUGENE IS 354 #D012	EI354D1200	G10752	177104146400
EUGENE IS 354 #D014 ST1	EI354D1401	G02324	177104147201
EUGENE IS 354 #D015	EI354D1500	G10752	177104147700
EUGENE IS 354 #D016 ST1	EI354D1601	G10752	177104147901
EUGENE IS 361 #A001	EI361A0100	G02324	177104095200
EUGENE IS 361 #A002	EI361A0200	G02324	177104095600
EUGENE IS 361 #A006	EI361A0600	G02324	1771040979
EUGENE IS 361 #A007	EI361A0700	G02324	177104098500
EUGENE IS 361 #A008	EI361A0800	G02324	1771040992
EUGENE IS 361 #A010	EI361A1000	G02324	1771041012
EUGENE IS 361 #A011	EI361A1102	G02324	177104103402
EUGENE IS 361 #A013	EI361A1300	G02324	177104104400
EUGENE IS 361 #A014	EI361A1400	G02324	177104104700
EUGENE IS 361 #A015	EI361A1500	G02324	177104105300
EUGENE IS 361 #A016	EI361A1600	G02324	1771041057
EUGENE IS 361 #A017	EI361A1700	G02324	177104105800
EUGENE IS 361 #A018	EI361A1800	G02324	177104106600
EUGENE IS 361 #A019	EI361A1900	G02324	177104107500
EUGENE IS 361 #A020	EI361A2000	G02324	1771041079
EUGENE IS 361 #A021	EI361A2101	G02324	177104108101
EUGENE IS 361 #A022	EI361A2200	G02324	177104144600
EUGENE IS 361 #A023	EI361A2300	G02324	1771041454
EUGENE IS 361 #A024	EI361A2400	G02324	177104157900
EUGENE IS 361 #C003	EI361C0300	G02324	177104112401
EUGENE IS 361 #C012	EI361C1202	G02324	177104118002
EUGENE IS 361 #C015	EI361C1500	G02324	177104119500
EUGENE IS 361 #C016	EI361C1600	G02324	177104119800
EUGENE IS 361 #D001	EI361D0102	G02324	177104111102
EUGENE IS 361 #D004	EI361D0400	G02324	1771041135
EUGENE IS 361 #D010	EI361D1000	G02324	1771041171
EUGENE IS 361 #D014	EI361D1400	G02324	1771041193
EUGENE IS 361 #D015	EI361D1501	G02324	177104134601
EUGENE IS 361 #D017	EI361D1701	G02324	177104152401

Asset Name	FWE Acct. Code	Lease Number	API
EWING BANK 782 #A011 ST1 EW826	EW782A1101	G31470	608105002901
EWING BANK 782 #A022 (EW826)	EW782A2200	G31470	608104014400
EWING BANK 782 #A026	EW782A2600	G31470	608104015003
EWING BANK 826 #A001	EW826A0100	G05800	608105000100
EWING BANK 826 #A002 ST2	EW826A0202	G05800	608105000202
EWING BANK 826 #A003 ST2	EW826A0302	G05800	608105000402
EWING BANK 826 #A004	EW826A0400	G05800	608105000500
EWING BANK 826 #A005 ST3	EW826A0503	G05800	608105001303
EWING BANK 826 #A006	EW826A0600	G05800	608105001200
EWING BANK 826 #A007	EW826A0700	G05800	608105002000
EWING BANK 826 #A008	EW826A0800	G05800	608105001400
EWING BANK 826 #A009	EW826A0900	G05800	608105002800
EWING BANK 826 #A010	EW826A1000	G05800	608105001700
EWING BANK 826 #A013	EW826A1300	G05800	608105003000
EWING BANK 826 #A015	EW826A1501	G05800	608105003501
EWING BANK 826 #A016	EW826A1600	G05800	608105002100
EWING BANK 826 #A017	EW826A1700	G05800	608104013600
EWING BANK 826 #A018	EW826A1800	G05800	608104013700
EWING BANK 826 #A019 BP1	EW826A1901	G05800	608104013801
EWING BANK 826 #A020	EW826A2000	G05800	608104014000
EWING BANK 826 #A021 BP3	EW826A2103	G05800	608104014103
EWING BANK 826 #A024 ST1	EW826A2401	G05800	608104014801
GALVESTON 151 #005	GA15100500	G15740	427064044200
GALVESTON 180 #A002	GA180A0200	G03228	427084005600
GALVESTON 180 #A004 ST1	GA180A0401	G03228	427084005801
GALVESTON 180 #A007B	GA180A7B0	G03228	427084005900
GALVESTON 180 #A017	GA180A1700	G03228	427084007600
GALVESTON 192 #A014C	GA192A14C1	G03229	427084006701
GALVESTON 210 #001	GA21000100	G25524	427064044300
GALVESTON 210 #002	GA21000200	G25524	427064044800
GRAND ISLE 032 #U012 ST1	GI032U1201	00174	177192014502
GRAND ISLE 039 #P002 ST2	GI039P0202	00127	177174097802
GRAND ISLE 039 #Q001 ST3	GI039Q0103	00127	177174037903
GRAND ISLE 040 #E007D	GI040E07D0	00128	177170077500
GRAND ISLE 040 #E009	GI040E0900	00128	177170078700
GRAND ISLE 040 #G001	GI040G0100	00128	177170070400
GRAND ISLE 040 #G002	GI040G0200	00128	177170076200
GRAND ISLE 040 #G006	GI040G0600	00133	177174012600
GRAND ISLE 040 #G010	GI040G1000	00128	177174037200
GRAND ISLE 040 #G011	GI040G1100	00128	177174037300
GRAND ISLE 040 #G013	GI040G1300	00128	177174098600
GRAND ISLE 040 #M001	GI040M0100	00128	177174037000
GRAND ISLE 040 #M002D	GI040M02D0	00128	177174038600
GRAND ISLE 040 #M003	GI040M0300	00128	177174043600
GRAND ISLE 040 #O005	GI040O0500	00128	177174097100
GRAND ISLE 041 #D002	GI041D0200	00129	177170075300

Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 041 #D003	GI041D0300	00129	177170076700
GRAND ISLE 041 #D004	GI041D0400	00130	177170080500
GRAND ISLE 041 #D007	GI041D0700	00129	177172000000
GRAND ISLE 041 #D008 ST	GI041D0801	00130	177172000801
GRAND ISLE 041 #D009	GI041D0900	00129	177172001500
GRAND ISLE 041 #D010ST	GI041D1000	00129	177174017801
GRAND ISLE 041 #D011E	GI041D1100	00129	177174018400
GRAND ISLE 041 #E001 ST1	GI041E0101	00130	177170069401
GRAND ISLE 041 #E002 ST1	GI041E0201	00130	177170074701
GRAND ISLE 041 #E003D	GI041E03D0	00130	177170075000
GRAND ISLE 041 #E004 ST1	GI041E0401	00130	177170075201
GRAND ISLE 041 #E005	GI041E0500	00129	177170075400
GRAND ISLE 041 #E006D	GI041E06D0	00130	177170077300
GRAND ISLE 041 #E008	GI041E0800	00130	177170079800
GRAND ISLE 041 #E010	GI041E1001	00130	177172000301
GRAND ISLE 041 #E012D	GI041E12D0	00130	177174011500
GRAND ISLE 041 #E013	GI041E1300	00130	177174012900
GRAND ISLE 041 #F003 ST1	GI041F0301	00129	177174006401
GRAND ISLE 041 #F005 ST2	GI041F0502	00129	177174017302
GRAND ISLE 041 #G007	GI041G0700	00130	177174022400
GRAND ISLE 041 #G008	GI041G0800	00130	177174026400
GRAND ISLE 041 #H001	GI041H0100	00130	177174020300
GRAND ISLE 041 #H002	GI041H0200	00129	177174028100
GRAND ISLE 041 #H003 ST	GI041H0301	00130	177174028601
GRAND ISLE 041 #H004	GI041H0400	00130	177174038000
GRAND ISLE 041 #H005	GI041H0500	00129	177174038100
GRAND ISLE 041 #H006 ST1	GI041H0601	00129	177174098301
GRAND ISLE 041 #H007	GI041H0700	00130	177174098400
GRAND ISLE 042 #C001	GI042C0100	00131	177170067000
GRAND ISLE 042 #C002	GI042C0200	00131	177170072100
GRAND ISLE 042 #F001	GI042F0100	00131	177174005100
GRAND ISLE 042 #F002	GI042F0200	00131	177174006000
GRAND ISLE 042 #F004	GI042F0400	00131	177174007100
GRAND ISLE 046 #001 ST1	GI04600101	00132	177174042801
GRAND ISLE 046 #G009 ST1	GI046G0901	00132	177174026101
GRAND ISLE 047 #E006	GI047E0600	00133	177170078100
GRAND ISLE 047 #E008	GI047E0800	00133	177170079500
GRAND ISLE 047 #E017	GI047E1700	00133	177174039900
GRAND ISLE 047 #G004 ST	GI047G0401	00133	177170079601
GRAND ISLE 047 #G005 ST	GI047G0501	00133	177170080301
GRAND ISLE 047 #G012	GI047G1200	00133	177174037500
GRAND ISLE 047 #L001	GI047L0100	00133	177174012800
GRAND ISLE 047 #L002 ST	GI047L0201	00133	177174015901
GRAND ISLE 047 #L003	GI047L0300	00133	177174020500
GRAND ISLE 047 #L004	GI047L0400	00133	177174017000
GRAND ISLE 047 #L005	GI047L0500	00133	177174017900

Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 047 #L006D	GI047L0600	00133	177174036300
GRAND ISLE 047 #L007 ST	GI047L0701	00177	177174039101
GRAND ISLE 047 #L009 ST1	GI047L0901	00133	177174039201
GRAND ISLE 047 #L011 ST2	GI047L1102	00133	177174039602
GRAND ISLE 047 #O001 BP2	GI047O01D3	00133	177174096102
GRAND ISLE 047 #O002	GI047002D1	00133	177174096600
GRAND ISLE 047 #O003	GI04700300	00133	177174096700
GRAND ISLE 047 #O004	GI047O0400	00133	177174096900
GRAND ISLE 047 #O006	GI047O0600	00133	177174097200
GRAND ISLE 047 #O007 ST1	GI047O0701	00133	177174097301
GRAND ISLE 047 #O008	GI047O0800	00133	177174097600
GRAND ISLE 047 #O009	GI047O09D1	00133	177174097700
GRAND ISLE 048 #E001	GI048E0100	00134	177170045400
GRAND ISLE 048 #E014	GI048E1400	00134	177172003900
GRAND ISLE 048 #E018 ST	GI048E1801	00134	177174043501
GRAND ISLE 048 #J002 ST1	GI048J0201	00134	177174003201
GRAND ISLE 048 #J003 ST	GI048J0302	00134	177174004502
GRAND ISLE 048 #J004 ST2	GI048J0403	00134	177174004803
GRAND ISLE 048 #J005 ST	GI048J0501	00134	177174011601
GRAND ISLE 048 #J006	GI048J0600	00134	177174012000
GRAND ISLE 048 #J007	GI048J0700	00134	177174012200
GRAND ISLE 048 #J008	GI048J0800	00134	177174016900
GRAND ISLE 048 #J009	GI048J0900	00134	177174044200
GRAND ISLE 048 #J010 ST	GI048J1001	00134	177174044401
GRAND ISLE 048 #P001 FKA #14	GI048P0100	00134	177174015300
GRAND ISLE 052 #L008 ST	GI052L0801	00177	177174019501
GRAND ISLE 052 #L010	GI052L1001	00177	177174043901
GRAND ISLE 052 #L012	GI052L1200	00177	177174044604
GRAND ISLE 076 #A001	GI076A0100	G02161	177174004600
GRAND ISLE 076 #A002	GI076A0200	G02161	177174004700
GRAND ISLE 076 #A003	GI076A0300	G02161	177174004900
GRAND ISLE 076 #A005	GI076A0500	G02161	177174005200
GRAND ISLE 076 #A006	GI076A0601	G02161	177174005001
GRAND ISLE 076 #A008	GI076A0800	G02161	177174005400
GRAND ISLE 076 #A009	GI076A0900	G02161	177174005500
GRAND ISLE 076 #A010	GI076A1001	G02161	177174005301
GRAND ISLE 076 #A011	GI076A1100	G02161	177174005600
GRAND ISLE 076 #A013	GI076A1300	G02161	177174005800
GRAND ISLE 076 #A014	GI076A1400	G02161	177174006100
GRAND ISLE 076 #A015	GI076A1500	G02161	177174005900
GRAND ISLE 076 #A018	GI076A1800	G02161	177174006500
GRAND ISLE 076 #A022	GI076A2201	G02161	177174006601
GRAND ISLE 076 #A023 ST1	GI076A2301	G02161	177174044101
GRAND ISLE 076 #A024 ST1BP1	GI076A2401	G02161	177174095502
GRAND ISLE 110 #A002	GI110A0200	G13943	177184008900
GRAND ISLE 110 #A005 BP2	GI110A0502	G13943	177184010402

Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 116 #A001	GI116A0100	G13944	177184008700
GRAND ISLE 116 #A003	GI116A0300	G13944	177184009200
GRAND ISLE 116 #A004	GI116A0401	G13944	177184009501
GRAND ISLE 116 #A006	GI116A0601	G13944	177184010601
GRAND ISLE 116 #A007	GI116A0700	G13944	177184011100
HIGH ISLAND 110 #A001	HI110A0100	G02353	427084001700
HIGH ISLAND 110 #A002	HI110A0200	G02353	427084002300
HIGH ISLAND 110 #A004	HI110A0400	G02353	427084003300
HIGH ISLAND 110 #A005	HI110A0500	G02353	427084003500
HIGH ISLAND 110 #A006	HI110A0600	G02353	427084003700
HIGH ISLAND 110 #A008	HI110A0800	G02353	427084004900
HIGH ISLAND 110 #A009	HI110A0900	G02353	427084039400
HIGH ISLAND 110 #B002	HI110B0200	G02353	427084004300
HIGH ISLAND 110 #B004	HI110B0400	G02353	427084006100
HIGH ISLAND 110 #B009	HI110B0900	G02353	427084035000
HIGH ISLAND 110 #B010	HI110B1000	G02353	427084039600
HIGH ISLAND 111 #003	HI11100300	G02354	427084046200
HIGH ISLAND 111 #A003	HI111A0300	G02354	427084002600
HIGH ISLAND 111 #A010	HI111A1000	G02354	427084040101
HIGH ISLAND 116 #A001	HI116A0100	G06156	427084016400
HIGH ISLAND 116 #A002D	HI116A02D0	G06156	427084017600
HIGH ISLAND 116 #A003	HI116A0300	G06156	427084018300
HIGH ISLAND 129 #005	HI129005	G01848	427104000700
HIGH ISLAND 129 #006	HI12900600	G01848	427104000800
HIGH ISLAND 129 #013	HI12901300	G01848	427104009600
HIGH ISLAND 129 #017	HI12901702	G01848	427104015302
HIGH ISLAND 129 #018 (HELIS)	HI12901800	G01848	427104015400
HIGH ISLAND 176 #002	HI17600200	G06164	427084030200
HIGH ISLAND 176 #003	HI17603	G06164	427084031300
HIGH ISLAND 179 #A001	HI179A0100	G03236	427084005500
HIGH ISLAND 179 #A003	HI179A0300	G03236	427084005700
HIGH ISLAND 179 #A006 ST2	HI179A0602	G03236	427084006002
HIGH ISLAND 179 #A008B	HI179A08B0	G03236	427084006200
HIGH ISLAND 179 #A009	HI179A0900	G03236	427084006300
HIGH ISLAND 179 #A010	HI179A1000	G03236	427084006400
HIGH ISLAND 179 #A016	HI179A1600	G03236	427084007300
HIGH ISLAND 179 #A018E	HI179A18E0	G03236	427084008000
HIGH ISLAND 179 #A019	HI179A1900	G03236	427084007800
HIGH ISLAND 193 #A015	HI193A1500	G03237	427084006801
HIGH ISLAND 206 #B001 ST1	HI206B0101	G20660	427084056501
HIGH ISLAND 206 #B002 ST1	HI206B0201	G20660	427084059201
HIGH ISLAND 206 #B003 ST1	HI206B0301	G20660	427084063501
HIGH ISLAND A-341 #B001	HIA341B010	G25605	427114085900
HIGH ISLAND A-341 #B002	HIA341B020	G25605	427114087101
HIGH ISLAND A-365 #A001	HIA365A010	G02750	427114052200
HIGH ISLAND A-365 #A004	HIA365A040	G02750	427114053700

Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-365 #A006	HIA365A060	G02750	427114053100
HIGH ISLAND A-365 #A007	HIA365A070	G02750	427114054100
HIGH ISLAND A-365 #A008	HIA365A080	G02750	427114054800
HIGH ISLAND A-365 #A010	HIA365A100	G02750	427114055200
HIGH ISLAND A-365 #A012	HIA365A120	G02750	427114055600
HIGH ISLAND A-365 #A013 ST1	HIA365A131	G02750	427114055801
HIGH ISLAND A-365 #A016	HIA365A160	G02750	427114056700
HIGH ISLAND A-365 #A020	HIA365A200	G02750	427114057500
HIGH ISLAND A-365 #A021	HIA365A210	G02750	427114057600
HIGH ISLAND A-365 #A024	HIA365A240	G02750	427114066300
HIGH ISLAND A-365 #A025	HIA365A250	G02750	427114066500
HIGH ISLAND A-376 #A002 ST1	HIA376A021	G02754	427114052601
HIGH ISLAND A-376 #A003	HIA376A030	G02754	427114052700
HIGH ISLAND A-376 #A005	HIA376A050	G02754	427114053500
HIGH ISLAND A-376 #A009	HIA376A090	G02754	427114054400
HIGH ISLAND A-376 #A011	HIA376A110	G02754	427114055000
HIGH ISLAND A-376 #A014 ST2	HIA376A142	G02754	427114056002
HIGH ISLAND A-376 #A015	HIA376A150	G02754	427114056200
HIGH ISLAND A-376 #A017	HIA376A170	G02754	427114057200
HIGH ISLAND A-376 #A018	HIA376A180	G02754	427114057300
HIGH ISLAND A-376 #A019	HIA376A190	G02754	427114057400
HIGH ISLAND A-376 #A022	HIA376A220	G02754	427114057700
HIGH ISLAND A-376 #B001	HIA376B010	G02754	427114068700
HIGH ISLAND A-376 #B002	HIA376B020	G02754	427114068900
HIGH ISLAND A-376 #B003	HIA376B031	G02754	427114078701
HIGH ISLAND A-376 #B004	HIA376B041	G02754	427114079001
HIGH ISLAND A-376 #B005	HIA376B050	G02754	427114079600
HIGH ISLAND A-376 #C001	HIA376C010	G02754	427114088900
HIGH ISLAND A-376 #C002	HIA376C020	G02754	427114089600
HIGH ISLAND A-376 #C003	HIA376C030	G02754	427114089500
HIGH ISLAND A-376 #C004	HIA376C040	G02754	427114089400
HIGH ISLAND A-382 #A009	HIA382A090	G02757	427094018600
HIGH ISLAND A-382 #B013	HIA382B130	G02757	427094025500
HIGH ISLAND A-382 #F001 ST1	HIA382F011	G02757	427114059401
HIGH ISLAND A-382 #F002	HIA382F020	G02757	427114059800
HIGH ISLAND A-382 #F003	HIA382F031	G02757	427114059901
HIGH ISLAND A-382 #F004	HIA382F040	G02757	427114060600
HIGH ISLAND A-382 #F005	HIA382F050	G02757	427114060900
HIGH ISLAND A-382 #F006	HIA382F061	G02757	427114061001
HIGH ISLAND A-382 #F008	HIA382F080	G02757	427114061700
HIGH ISLAND A-382 #F010 ST5	HIA382F105	G02757	427114062605
HIGH ISLAND A-382 #F011	HIA382F110	G02757	427114063100
HIGH ISLAND A-382 #F012	HIA382F121	G02757	427114063601
HIGH ISLAND A-382 #F013	HIA382F130	G02757	427114063800
HIGH ISLAND A-382 #F014	HIA382F140	G02757	427114063900
HIGH ISLAND A-382 #F015	HIA382F151	G02757	427114064701

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HIGH ISLAND A-382 #F017	HIA382F171	G02757	427114066701
HIGH ISLAND A-382 #F019	HIA382F190	G02757	427114067100
HIGH ISLAND A-382 #F020	HIA382F200	G02757	427114067500
HIGH ISLAND A-382 #F021	HIA382F211	G02757	427114067801
HIGH ISLAND A-442 #A001 (ORRI)	HIA442A010	G11383	427094096101
HIGH ISLAND A-442 #A003 (ORRI)	HIA442A03	G11383	427094098101
HIGH ISLAND A-442 #A004 (ORRI)	HIA442A040	G11383	427094099000
HIGH ISLAND A-442 #B001 (ORRI)	HIA442B01	G11383	427094108900
HIGH ISLAND A-474 #A001	HIA474A010	G02366	427094017100
HIGH ISLAND A-474 #A002	HIA474A020	G02366	427094017200
HIGH ISLAND A-474 #A003	HIA474A030	G02366	427094019900
HIGH ISLAND A-474 #A004	HIA474A040	G02366	427094022800
HIGH ISLAND A-474 #A005	HIA474A050	G02366	427094023500
HIGH ISLAND A-474 #A006	HIA474A060	G02366	427094024300
HIGH ISLAND A-474 #A007	HIA474A070	G02366	427094027702
HIGH ISLAND A-474 #A008	HIA474A080	G02366	427094026100
HIGH ISLAND A-474 #A010	HIA474A100	G02366	427094029400
HIGH ISLAND A-474 #A011	HIA474A110	G02366	427094030000
HIGH ISLAND A-474 #A012	HIA474A120	G02366	427094030801
HIGH ISLAND A-474 #A013	HIA474A130	G02366	427094036104
HIGH ISLAND A-474 #A014	HIA474A140	G02366	427094035000
HIGH ISLAND A-474 #A017	HIA474A170	G02366	427094032500
HIGH ISLAND A-474 #A020	HIA474A200	G02366	427094038500
HIGH ISLAND A-474 #A021	HIA474A210	G02366	427094040700
HIGH ISLAND A-474 #B023	HIA474B230	G02366	427094037200
HIGH ISLAND A-475 #A016	HIA475A16	G02367	427094035500
HIGH ISLAND A-475 #A018	HIA475A18	G02367	427094033100
HIGH ISLAND A-489 #A009	HIA489A090	G02372	427094028500
HIGH ISLAND A-489 #A015	HIA489A150	G02372	427094037000
HIGH ISLAND A-489 #B002	HIA489B020	G02372	427094021000
HIGH ISLAND A-489 #B003	HIA489B030	G02372	427094020901
HIGH ISLAND A-489 #B005 ST	HIA489B050	G02372	427094024601
HIGH ISLAND A-489 #B007	HIA489B070	G02372	427094027601
HIGH ISLAND A-489 #B009	HIA489B090	G02372	427094026500
HIGH ISLAND A-489 #B010	HIA489B100	G02372	427094028800
HIGH ISLAND A-489 #B012	HIA489B120	G02372	427094031400
HIGH ISLAND A-489 #B013	HIA489B130	G02372	427094028600
HIGH ISLAND A-489 #B014	HIA489B140	G02372	427094029700
HIGH ISLAND A-489 #B015	HIA489B150	G02372	427094030400
HIGH ISLAND A-489 #B016	HIA489B160	G02372	427094029800
HIGH ISLAND A-489 #B017	HIA489B170	G02372	427094023802
HIGH ISLAND A-489 #B020	HIA489B200	G02372	427094028101
HIGH ISLAND A-489 #B021	HIA489B210	G02372	427094026202
HIGH ISLAND A-489 #B022	HIA489B220	G02372	427094036000
HIGH ISLAND A-489 #B024	HIA489B240	G02372	427094035400
HIGH ISLAND A-489 #B025	HIA489B250	G02372	427094041400

Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-489 #B026	HIA489B260	G02372	427094043100
HIGH ISLAND A-489 #B027	HIA489B270	G02372	427094042501
HIGH ISLAND A-489 #B028	HIA489B280	G02372	427094054500
HIGH ISLAND A-489 #B029	HIA489B290	G02372	427094111100
HIGH ISLAND A-545 #JA001	HIA545JA01	G17199	427094104000
HIGH ISLAND A-545 #JA002	HIA545JA02	G17199	427094112401
HIGH ISLAND A-545 #JA003	HIA545JA03	G17199	427094113700
HIGH ISLAND A-572 #A003 ST1	HIA572A031	G02392	427094012901
HIGH ISLAND A-572(573)A014	HIA572A140	G02392	427094034100
HIGH ISLAND A-573 #006	HIA5730060	G02393	427094053700
HIGH ISLAND A-573 #A001 ST2	HIA573A012	G02393	427094007102
HIGH ISLAND A-573 #A002 ST3	HIA573A023	G02393	427094013803
HIGH ISLAND A-573 #A004	HIA573A040	G02393	427094015000
HIGH ISLAND A-573 #A005 ST1	HIA573A051	G02393	427094015501
HIGH ISLAND A-573 #A008	HIA573A080	G02393	427094018000
HIGH ISLAND A-573 #A010	HIA573A100	G02393	427094020500
HIGH ISLAND A-573 #A015	HIA573A150	G02393	427094034200
HIGH ISLAND A-573 #A016	HIA573A160	G02393	427094034300
HIGH ISLAND A-573 #A017	HIA573A170	G02393	427094036500
HIGH ISLAND A-573 #A019 ST1	HIA573A191	G02393	427094038001
HIGH ISLAND A-573 #B001	HIA573B010	G02393	427094012800
HIGH ISLAND A-573 #B002	HIA573B020	G02393	427094014100
HIGH ISLAND A-573 #B005	HIA573B050	G02393	427094016400
HIGH ISLAND A-573 #B006	HIA573B060	G02393	427094017000
HIGH ISLAND A-573 #B008	HIA573B080	G02393	427094017900
HIGH ISLAND A-573 #B010	HIA573B100	G02393	427094021100
HIGH ISLAND A-573 #B012	HIA573B120	G02393	427094022700
HIGH ISLAND A-573 #E007	HIA573E070	G02393	427094098200
HIGH ISLAND A-573 #E012	HIA573E120	G02393	427094115000
HIGH ISLAND A-573 #F007	HIA573F070	G02393	427114061200
HIGH ISLAND A-573 #F009	HIA573F090	G02393	427114062000
HIGH ISLAND A-573 #F016 ST5	HIA573F165	G02393	427114066805
HIGH ISLAND A-573 #F018 ST1	HIA573F181	G02393	427114067301
HIGH ISLAND A-573 #F022	HIA573F220	G02393	427114068400
HIGH ISLAND A-573 #F023 ST2	HIA573F232	G02393	427114069302
HIGH ISLAND A-581 #D004	HIA581D040	G18959	427094112200
HIGH ISLAND A-582 #C001	HIA582C010	G02719	427094061500
HIGH ISLAND A-582 #C002	HIA582C020	G02719	427094061900
HIGH ISLAND A-582 #C003	HIA582C030	G02719	427094058000
HIGH ISLAND A-582 #C006	HIA582C060	G02719	427094063400
HIGH ISLAND A-582 #C007	HIA582C070	G02719	427094063900
HIGH ISLAND A-582 #C010	HIA582C100	G02719	427094070200
HIGH ISLAND A-582 #C011	HIA582C110	G02719	427094071400
HIGH ISLAND A-582 #C012	HIA582C120	G02719	427094074900
HIGH ISLAND A-582 #C013	HIA582C130	G02719	427094072700
HIGH ISLAND A-582 #C014	HIA582C140	G02719	427094073800

Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-582 #C015	HIA582C150	G02719	427094075800
HIGH ISLAND A-582 #C019	HIA582C190	G02719	427094108200
HIGH ISLAND A-582 #D002 ST1	HIA582D021	G02719	427094110801
HIGH ISLAND A-582 #D003 ST	HIA582D031	G02719	427094111401
HIGH ISLAND A-582 #D005	HIA582D050	G02719	427094114300
HIGH ISLAND A-582 #D006	HIA582D060	G02719	427094114700
HIGH ISLAND A-595 #D001 ST2	HIA595D1D2	G02721	427094055302
HIGH ISLAND A-595 #D003	HIA595D03	G02721	427094058500
HIGH ISLAND A-595 #D005	HIA595D050	G02721	427094092900
HIGH ISLAND A-595 #D006	HIA595D063	G02721	427094063205
HIGH ISLAND A-595 #D010	HIA595D100	G02721	427094070500
HIGH ISLAND A-595 #D012	HIA595D120	G02721	427094077000
HIGH ISLAND A-595 #D017 ST2	HIA595D172	G02721	427094083702
HIGH ISLAND A-595 #D018	HIA595D181	G02721	427094093501
HIGH ISLAND A-595 #E011	HIA595E110	G02721	427094114501
HIGH ISLAND A-596 #B014	HIA596B140	G02722	427094025800
HIGH ISLAND A-596 #D002	HIA596D020	G02722	427094056901
HIGH ISLAND A-596 #D004	HIA596D040	G02722	427094060500
HIGH ISLAND A-596 #D007 ST4	HIA596D074	G02722	427094064304
HIGH ISLAND A-596 #D008 ST1	HIA596D081	G02722	427094067001
HIGH ISLAND A-596 #D009	HIA596D090	G02722	427094068400
HIGH ISLAND A-596 #D011	HIA596D110	G02722	427094075700
HIGH ISLAND A-596 #D013 ST2	HIA596D132	G02722	427094079502
HIGH ISLAND A-596 #D014	HIA596D140	G02722	427094080100
HIGH ISLAND A-596 #D016	HIA596D160	G02722	427094082400
HIGH ISLAND A-596 #E005	HIA596E050	G02722	427094085900
HIGH ISLAND A-596 #E008	HIA596E080	G02722	427094112801
HIGH ISLAND A-596 #E009	HIA596E090	G02722	427094114200
MAIN PASS 077 #A001	MP077A0100	G04481	177254033800
MAIN PASS 077 #A002	MP077A0201	G04481	177254043101
MAIN PASS 077 #A003	MP077A0300	G04481	177254036100
MAIN PASS 077 #A004	MP077A0400	G04481	177254036900
MAIN PASS 077 #A005	MP077A0500	G04481	177254038000
MAIN PASS 077 #A006 ST2	MP077A0602	G04481	177254036402
MAIN PASS 077 #A010	MP077A1000	G04481	177254039600
MAIN PASS 077 #A011	MP077A1100	G04481	177254042400
MAIN PASS 077 #A012	MP077A1200	G04481	177254039700
MAIN PASS 077 #A013	MP077A1300	G04481	177254044900
MAIN PASS 077 #A014	MP077A1400	G04481	177254044500
MAIN PASS 077 #A015	MP077A1501	G04481	177254045101
MAIN PASS 077 #A016	MP077A1600	G04481	177254045900
MAIN PASS 077 #A017	MP077A1700	G04481	177254046200
MAIN PASS 077 #A018	MP077A1800	G04481	177254046800
MAIN PASS 077 #A019	MP077A1900	G04481	177254048200
MAIN PASS 077 #A020	MP077A2001	G04481	177254048501
MAIN PASS 077 #A021 ST	MP077A2100	G04481	177254067002

Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 077 #A022	MP077A2201	G04481	177254067401
MAIN PASS 077 #A023	MP077A23	G04481	177254067601
MAIN PASS 077 #A07	MP077A0700	G04481	177254041000
MAIN PASS 077 #A08	MP077A0800	G04481	177254038200
MAIN PASS 077 #A09	MP077A0900	G04481	177254039000
MAIN PASS 091 #A001	MP091A0100	G14576	177254060600
MAIN PASS 091 #A002	MP091A0200	G14576	177254062200
MAIN PASS 091 #A003	MP091A0300	G14576	177254065000
MAIN PASS 140 #A001	MP140A0100	G02193	177254006400
MAIN PASS 140 #A002	MP140A0200	G02193	177254007700
MAIN PASS 140 #A003	MP140A0300	G02193	177254007800
MAIN PASS 140 #A004	MP140A0400	G02193	177254008200
MAIN PASS 140 #A005 ST1	MP140A0501	G02193	177254008301
MAIN PASS 140 #A008 ST2	MP140A0802	G02193	177254009202
MAIN PASS 140 #A009	MP140A0900	G02193	177254009400
MAIN PASS 140 #A010 ST2	MP140A1002	G02193	177254009502
MAIN PASS 140 #A011	MP140A1100	G02193	177254010000
MAIN PASS 140 #A012 ST2	MP140A1202	G02193	177254010102
MAIN PASS 140 #A013 ST1	MP140A1301	G02193	177254010401
MAIN PASS 140 #A014	MP140A1400	G02193	177254010500
MAIN PASS 140 #A015	MP140A1500	G02193	177254010600
MAIN PASS 140 #A016 ST3	MP140A1603	G02193	177254008603
MAIN PASS 140 #A017	MP140A1700	G02193	177254011000
MAIN PASS 140 #A018 ST3	MP140A1803	G02193	177254008803
MAIN PASS 140 #A020	MP140A2000	G02193	177254065700
MAIN PASS 140 #A021	MP140A2100	G02193	177254065500
MAIN PASS 140 #B001	MP140B0100	G02193	177254006600
MAIN PASS 140 #B003 ST1	MP140B0301	G02193	177254008001
MAIN PASS 140 #B004 ST3	MP140B0403	G02193	177254008103
MAIN PASS 140 #B007 ST1	MP140B0701	G02193	177254009001
MAIN PASS 140 #B008 ST2	MP140B0802	G02193	177254009102
MAIN PASS 140 #B011 ST1	MP140B1101	G02193	177254009801
MAIN PASS 140 #B012 ST2	MP140B1202	G02193	177254008902
MAIN PASS 140 #B013	MP140B1300	G02193	177254010200
MAIN PASS 140 #B014 ST	MP140B1401	G02193	177254010301
MAIN PASS 140 #B015 ST2	MP140B1502	G02193	177254010702
MAIN PASS 140 #B017	MP140B1701	G02193	177254010901
MAIN PASS 140 #B018	MP140B1800	G02193	177254062600
MAIN PASS 140 #B019	MP140B1900	G02193	177254063000
MAIN PASS 140 #B020	MP140B2000	G02193	177254063100
MAIN PASS 140 #B021 ST	MP140B2101	G02193	177254073301
MAIN PASS 140 #B022	MP140B2200	G02193	177254077300
MAIN PASS 140 #B023	MP140B2300	G02193	177254077500
MAIN PASS 152 #A015	MP152A1500	G01966	177232005300
MAIN PASS 152 #A020B	MP152A20B0	G01966	177232006200
MAIN PASS 152 #B004A	MP152B04A0	G01966	177254000900

Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 152 #B012	MP152B1200	G01966	177254002700
MAIN PASS 152 #B015	MP152B1500	G01966	177254002300
MAIN PASS 152 #B020 ST	MP152B2002	G01966	177254002802
MAIN PASS 152 #B022A	MP152B22A0	G01966	177254003500
MAIN PASS 152 #B030	MP152B3000	G01966	177254004500
MAIN PASS 152 #B031A	MP152B31A0	G01966	177254004700
MAIN PASS 152 #C002	MP152C0200	G01966	177254040800
MAIN PASS 152 #C005	MP152C0500	G01966	177254042000
MAIN PASS 152 #C006	MP152C0600	G01966	177254042100
MAIN PASS 152 #C008	MP152C0800	G01966	177254042500
MAIN PASS 152 #C011	MP152C1100	G01966	177254043200
MAIN PASS 152 #C031	MP152C3100	G01966	177254048100
MAIN PASS 152 #C032	MP152C3200	G01966	177254049000
MAIN PASS 153 #A017B	MP153A17B0	G01967	177232005400
MAIN PASS 153 #B001	MP153B0100	G01967	177252010300
MAIN PASS 153 #B003A	MP153B03A0	G01967	177254000302
MAIN PASS 153 #B010 ST2	MP153B1002	G01967	177254001803
MAIN PASS 153 #B017	MP153B1700	G01967	177254002500
MAIN PASS 153 #B018	MP153B1800	G01967	177254002900
MAIN PASS 153 #B025	MP153B2500	G01967	177254004000
MAIN PASS 153 #B027	MP153B2700	G01967	177254004200
MAIN PASS 153 #C009	MP153C0900	G01967	177254042701
MAIN PASS 153 #C012	MP153C1200	G01967	177254043300
MAIN PASS 153 #C013 ST	MP153C1301	G01967	177254043501
MAIN PASS 153 #C014	MP153C1400	G01967	177254043902
MAIN PASS 153 #C017	MP153C1700	G01967	177254044200
MAIN PASS 153 #C018	MP153C1800	G01967	177254044300
MAIN PASS 153 #C020	MP153C2000	G01967	177254045400
MAIN PASS 153 #C021	MP153C2100	G01967	177254045500
MAIN PASS 153 #C024	MP153C2400	G01967	177254046100
MAIN PASS 153 #C026	MP153C2600	G01967	177254046900
MAIN PASS 153 #C027	MP153C2700	G01967	177254047400
MAIN PASS 153 #C028	MP153C2800	G01967	177254048400
MAIN PASS 153 #C029	MP153C2901	G01967	177254047501
MAIN PASS 153 #C030	MP153C3002	G01967	177254047802
MAIN PASS 259 #001	MP25900101	G07827	177244048801
MAIN PASS 259 #002	MP25900200	G07827	177244050000
MAIN PASS 259 #003	MP25900300	G07827	608164015800
MAIN PASS 259 #004	MP25900400	G07827	177244050500
MAIN PASS 259 #005	MP25900500	G07827	608164016400
MAIN PASS 259 #A001	MP259A0100	G07827	177244069700
MAIN PASS 259 #A002	MP259A0200	G07827	177244070200
MAIN PASS 259 #A003	MP259A0300	G07827	177244070800
MAIN PASS 259 #A004	MP259A0400	G07827	177244071000
MAIN PASS 259 #A005	MP259A0500	G07827	177244071300
MAIN PASS 259 #A006	MP259A0600	G07827	177244071600

Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 259 #A007	MP259A0700	G07827	177244071800
MAIN PASS 259 #A008 ST1	MP259A0801	G07827	177244072401
MAIN PASS 259 #A010 ST1	MP259A1001	G07827	177244074601
MAIN PASS 259 #A011 ST1	MP259A1101	G07827	177244074901
MAIN PASS 259 #A012 ST1	MP259A1201	G07828	177244076801
MAIN PASS 275 #A001 ST1	MP275A0101	G15395	177244085701
MAIN PASS 275 #A002 ST1	MP275A0201	G15395	177244086101
MAIN PASS 275 #A003	MP275A0300	G15395	177244093300
MAIN PASS 289 #013	MP28901300	G01666	177244004700
MAIN PASS 289 #B001	MP289B0100	G01666	177240007800
MAIN PASS 289 #B005	MP289B0501	G01666	177240011701
MAIN PASS 289 #B014A	MP289B1400	G01666	177242000100
MAIN PASS 289 #B015	MP289B1500	G01666	177240014800
MAIN PASS 289 #B016 WIW	MP289B1600	G01666	177242003100
MAIN PASS 289 #B018 WIW	MP289B1800	G01666	177242003200
MAIN PASS 289 #C001	MP289C0100	G01666	177244048100
MAIN PASS 289 #C002	MP289C0200	G01666	177244047600
MAIN PASS 289 #C003A	MP289C0300	G01666	177244047800
MAIN PASS 289 #C004A	MP289C0402	G01666	177244047902
MAIN PASS 289 #C005	MP289C0500	G01666	177244048000
MAIN PASS 289 #C007	MP289C0700	G01666	177244048400
MAIN PASS 289 #C008	MP289C0800	G01666	177244048500
MAIN PASS 289 #C009	MP289C0901	G01666	177244048301
MAIN PASS 289 #C010	MP289C1000	G01666	177244048200
MAIN PASS 289 #C011	MP289C1100	G01666	177244048700
MAIN PASS 289 #C012	MP289C1203	G01666	177244049203
MAIN PASS 289 #C013 WSW	MP289C1300	G01666	177244052400
MAIN PASS 289 #C014	MP289C1400	G01666	177244049900
MAIN PASS 289 #C015	MP289C1500	G01666	177244048900
MAIN PASS 289 #C017	MP289C1700	G01666	177244053900
MAIN PASS 289 #C019	MP289C1900	G01666	177244049400
MAIN PASS 289 #C020	MP289C2000	G01666	177244050100
MAIN PASS 289 #C021	MP289C2100	G01666	177244049100
MAIN PASS 289 #C022 WIW	MP289C2200	G01666	177244049300
MAIN PASS 289 #C023	MP289C2301	G01666	177244053801
MAIN PASS 289 #C024	MP289C2401	G01666	177244051901
MAIN PASS 289 #C025 WIW	MP289C2500	G01666	177244051400
MAIN PASS 289 #C026	MP289C2600	G01666	177244052700
MAIN PASS 289 #C027	MP289C2700	G01666	177244053100
MAIN PASS 289 #C028	MP289C2801	G01666	177244051501
MAIN PASS 289 #C029D	MP289C29D1	G01666	177244051801
MAIN PASS 289 #C030	MP289C3000	G01666	177244053300
MAIN PASS 289 #C031	MP289C3100	G01666	177244090200
MAIN PASS 289 #C032	MP289C3200	G01666	177244090300
MAIN PASS 290 #C006	MP290C0600	G01667	177244050400
MAIN PASS 290 #C016	MP290C1600	G01667	177244051000

Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 290 #C018 ST2	MP290C1802	G01667	177244051302
MAIN PASS 295 #001	MP29500100	G32263	177244097001
MAIN PASS 295 #003	MP29500300	G32263	177244097500
MAIN PASS 296 #B001	MP296B0100	G01673	177244022300
MAIN PASS 296 #B003	MP296B0300	G01673	177244022700
MAIN PASS 296 #B004	MP296B0400	G01673	177244022900
MAIN PASS 296 #B008	MP296B0800	G01673	177244023600
MAIN PASS 296 #B013 ST	MP296B1301	G01673	177244024501
MAIN PASS 296 #B014 ST1	MP296B1401	G01673	177244024401
MAIN PASS 296 #B018	MP296B1800	G01673	177244025300
MAIN PASS 296 #B019 ST2	MP296B1902	G01673	177244027302
MAIN PASS 296 #C001	MP296C0100	G01673	177244016100
MAIN PASS 296 #C002	MP296C0200	G01673	177244021100
MAIN PASS 296 #C004 ST3	MP296C0403	G01673	177244021403
MAIN PASS 296 #C005	MP296C0500	G01673	177244021700
MAIN PASS 296 #C006	MP296C0603	G01673	177244021503
MAIN PASS 296 #C007A	MP296C07A0	G01673	177244021600
MAIN PASS 296 #C013	MP296C1301	G01673	177244022401
MAIN PASS 296 #C014	MP296C1402	G01673	177244030702
MAIN PASS 296 #C015	MP296C1500	G01673	177244031300
MAIN PASS 296 #C018 ST	MP296C1801	G01673	177244089101
MAIN PASS 296 #C019	MP296C1900	G01673	177244089400
MAIN PASS 300 #B002	MP300B0200	G01317	177244067200
MAIN PASS 301 #A002	MP301A0200	G04486	177244034600
MAIN PASS 301 #A003	MP301A0300	G04486	177244035101
MAIN PASS 301 #A004	MP301A0400	G04486	177244039501
MAIN PASS 301 #B001	MP301B0100	G04486	177244063000
MAIN PASS 302 #B004	MP302B0400	G32264	177244018801
MAIN PASS 302 #B019	MP302B1900	G32264	177244097401
MAIN PASS 303 #A005D (MP310)	MP303A05D1	G04253	177244030600
MAIN PASS 303 #A017	MP303A1700	G04253	177244094700
MAIN PASS 303 #B005	MP303B0500	G04253	177244023000
MAIN PASS 303 #B007	MP303B0700	G04253	177244023400
MAIN PASS 303 #B009	MP303B0900	G04253	177244023800
MAIN PASS 303 #B015	MP303B1500	G04253	177244024800
MAIN PASS 304 #A007	MP304A0700	G03339	177244030800
MAIN PASS 304 #A009	MP304A0900	G03339	177244030500
MAIN PASS 304 #B012	MP304B1200	G03339	177244024300
MAIN PASS 308 #A001	MP308A0100	G32265	177244095600
MAIN PASS 308 #A002	MP308A0200	G32265	177244095700
MAIN PASS 308 #A003	MP308A0300	G32265	177244096500
MAIN PASS 308 #A004 ST	MP308A0401	G32265	177244096201
MAIN PASS 308 #A006	MP308A0600	G32265	177244095900
MAIN PASS 308 #A007	MP308A0700	G32265	177244096700
MAIN PASS 308 #A008	MP308A0801	G32265	177244096601
MAIN PASS 309 #A005	MP309A0500	G08760	177244096301

Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 309 #A009	MP309A0900	G08760	177244096900
MAIN PASS 309 #JA001	MP309JA010	G08760	177244063500
MAIN PASS 309 #JA002	MP309JA200	G08760	177244064600
MAIN PASS 309 #JA006	MP309JA600	G08760	177244065100
MAIN PASS 309 #JA007	MP309JA700	G08760	177244065000
MAIN PASS 309 #JA008	MP309JA800	G08760	177244065200
MAIN PASS 309 #JA010	MP309JA100	G08760	177244072700
MAIN PASS 309 #JA05A	MP309JA5A0	G08760	177244064800
MAIN PASS 310 #A001	MP310A0100	G04126	177244028700
MAIN PASS 310 #A002 ST2	MP310A0202	G04126	177244029502
MAIN PASS 310 #A003	MP310A0301	G04126	177244029401
MAIN PASS 310 #A004	MP310A0400	G04126	177244030000
MAIN PASS 310 #A006	MP310A0603	G04126	177244030103
MAIN PASS 310 #A008A	MP310A0800	G04126	177244029700
MAIN PASS 310 #A010	MP310A1000	G04126	177244029800
MAIN PASS 310 #A011 ST	MP310A1102	G04126	177244041702
MAIN PASS 310 #A012	MP310A1200	G04126	177244041900
MAIN PASS 310 #A013	MP310A1300	G04126	177244042400
MAIN PASS 310 #A014	MP310A1401	G04126	177244042601
MAIN PASS 310 #A015	MP310A1500	G04126	177244042500
MAIN PASS 310 #A016 ST	MP310A1601	G04126	177244043301
MAIN PASS 310 #JA009	MP310JA902	G04126	177244065602
MAIN PASS 311 #A001	MP311A0100	G02213	177244013600
MAIN PASS 311 #A002	MP311A0200	G02213	177244013900
MAIN PASS 311 #A003	MP311A0300	G02213	177244014100
MAIN PASS 311 #A005	MP311A0500	G02213	177244014500
MAIN PASS 311 #A006	MP311A0600	G02213	177244014800
MAIN PASS 311 #A007	MP311A0700	G02213	177244014900
MAIN PASS 311 #A008	MP311A0800	G02213	177244015200
MAIN PASS 311 #A009	MP311A0900	G02213	177244015300
MAIN PASS 311 #A010	MP311A1000	G02213	177244015500
MAIN PASS 311 #A011A	MP311A1100	G02213	177244016400
MAIN PASS 311 #A012	MP311A1200	G02213	177244016300
MAIN PASS 311 #A013	MP311A1301	G02213	177244017202
MAIN PASS 311 #A014	MP311A1400	G02213	177244017800
MAIN PASS 311 #A015	MP311A1500	G02213	177244017600
MAIN PASS 311 #A016	MP311A1600	G02213	177244018000
MAIN PASS 311 #A017	MP311A1700	G02213	177244017900
MAIN PASS 311 #A020 ST	MP311A2001	G02213	177244089301
MAIN PASS 311 #A024	MP311A2400	G02213	177244096400
MAIN PASS 311 #B001	MP311B0100	G02213	177244015900
MAIN PASS 311 #B002D	MP311B02D0	G02213	177244018300
MAIN PASS 311 #B006	MP311B0600	G02213	177244019200
MAIN PASS 311 #B007	MP311B0700	G02213	177244019300
MAIN PASS 311 #B008	MP311B0801	G02213	177244019001
MAIN PASS 311 #B009	MP311B0900	G02213	177244019400

Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 311 #B010	MP311B1000	G02213	177244019500
MAIN PASS 311 #B012	MP311B1200	G02213	177244020001
MAIN PASS 311 #B013D	MP311B13D0	G02213	177244035600
MAIN PASS 311 #B014	MP311B1401	G02213	177244036201
MAIN PASS 311 #B015	MP311B1500	G02213	177244036700
MAIN PASS 311 #B017	MP311B1700	G02213	177244036400
MAIN PASS 311 #B018 ST	MP311B1801	G02213	177244089201
MAIN PASS 312 #A021	MP312A2100	G16520	177244093200
MAIN PASS 312 #A022	MP312A2200	G16520	177244093400
MAIN PASS 314 #A023 (MP311A)	MP314A2300	G33693	177244096100
MAIN PASS 315 #JA003 ST	MP315JA302	G08467	177244064502
MAIN PASS 315 #JA004	MP315JA400	G08467	177244064700
MAIN PASS 315 #SS002	MP31500200	G08467	177244095500
MATAGORDA IS 519 #L001	MI519L1SL0	MF-79413	427033030000
MATAGORDA IS 519 #L002	MI519L2SL0	MF-79413	427033034000
MATAGORDA IS 519 #L003	MI519L3SL0	MF-79413	427033039500
MATAGORDA IS 519 #L004	MI519L4SL0	MF-79413	427033039700
MATAGORDA IS 622 #C001	MI622C01	G05000	427034013800
MATAGORDA IS 622 #C002 ST1	MI622C0201	G05000	427034018901
MATAGORDA IS 622 #C008	MI622C0800	G05000	427034052700
MATAGORDA IS 622 #D001	MI622D0100	G05000	427034048400
MATAGORDA IS 622 #D003	MI622D0300	G05000	427034053000
MATAGORDA IS 622 #D004	MI622D0400	G05000	427034054700
MATAGORDA IS 622 #G002	MI622G0200	G05000	427034053700
MATAGORDA IS 623 #B001	MI623B0100	G03088	427034010600
MATAGORDA IS 623 #B003 ST1	MI623B0301	G03088	427034014401
MATAGORDA IS 623 #B006	MI623B0600	G03088	427034018400
MATAGORDA IS 623 #B008	MI623B0800	G03088	427034051300
MATAGORDA IS 623 #C007	MI623C0700	G03088	427034052400
MATAGORDA IS 623 #F002	MI623F0200	G03088	427034051100
MATAGORDA IS 623 #F003	MI623F0300	G03088	427034053800
MATAGORDA IS 623 #H001 (#6)	MI623H0100	G03088	427034058100
MATAGORDA IS 623 #H002 (#7)	MI623H0200	G03088	427034058200
MATAGORDA IS 623(622) #C004	MI623C0400	G05000	427034021400
MATAGORDA IS 635 #F001	MI635F0100	G06043	427034048800
MISSISSIPPI CANYON 065 #B004	MC065B0400	G21742	608174106300
MISSISSIPPI CANYON 065 #B015	MC065B1500	G21742	608174111500
MISSISSIPPI CANYON 108 #A027	MC108A2703	G09777	608174045703
MISSISSIPPI CANYON 108 #A032	MC108A3203	G09777	608174088503
MISSISSIPPI CANYON 110 #001	MC1100100	G18192	608174060500
MISSISSIPPI CANYON 110 #A009	MC110A0900	G18192	608174042501
MISSISSIPPI CANYON 110 #A011ST	MC110A1101	G18192	608174042801
MISSISSIPPI CANYON 110 #A031	MC110A3100	G18192	608174087900
MISSISSIPPI CANYON 311 #A001ST	MC311A0102	G02968	608174006502
MISSISSIPPI CANYON 311 #A005	MC311A0500	G02968	608174011700
MISSISSIPPI CANYON 311 #A006ST	MC311A0601	G02968	608174010901

Asset Name	FWE Acct. Code	Lease Number	API
MISSISSIPPI CANYON 311 #A011ST	MC311A1101	G02968	608174014201
MISSISSIPPI CANYON 311 #A012	MC311A1200	G02968	608174015000
MISSISSIPPI CANYON 311 #A013	MC311A1300	G02968	608174015600
MISSISSIPPI CANYON 311 #A014	MC311A1400	G02968	608174016200
MISSISSIPPI CANYON 311 #A015ST	MC311A1501	G02968	608174017801
MISSISSIPPI CANYON 311 #A016	MC311A1600	G02968	608174016300
MISSISSIPPI CANYON 311 #A020ST	MC311A2001	G02968	608174033901
MISSISSIPPI CANYON 311 #A022ST	MC311A2201	G02968	608174034801
MISSISSIPPI CANYON 311 #A024ST	MC311A2401	G02968	608174035301
MOBILE 826 #001	MO826D0100	G26176	608154014900
NORTH PADRE IS 969 #A001	PN969A0100	G05953	427134003400
NORTH PADRE IS 969 #A004	PN969A0400	G05953	427134005600
NORTH PADRE IS 969 #A006	PN969A0600	G05953	427134005700
NORTH PADRE IS 969 #A007	PN969A0700	G05953	427134005800
NORTH PADRE IS 969 #JA002	PN969JA020	G05953	427014003000
NORTH PADRE IS 976 #A002	PN976A0200	G05954	427134005000
NORTH PADRE IS 976 #A003	PN976A03	G05954	427134005101
NORTH PADRE IS 976 #A005	PN976A0500	G05954	427134005500
NORTH PADRE IS 976 #A008	PN976A0800	G05954	427134005900
NORTH PADRE IS 976 #A009	PN976A0900	G05954	427134006000
SHIP SHOAL 030 #011	SS03001100	00333	177114093000
SHIP SHOAL 030 #013	SS03001300	00333	177114109400
SHIP SHOAL 030 #014D	SS030014D0	00333	177114111900
SHIP SHOAL 030 #A001	SS030A0100	00333	177114113000
SHIP SHOAL 032 #024	SS03202401	00335	177114131701
SHIP SHOAL 033 #005	SS03300500	00336	177114030900
SHIP SHOAL 068 #002 ST1	SS06800201	G02917	177114096701
SHIP SHOAL 068 #003	SS06800301	G02925	177114101301
SHIP SHOAL 068 #004	SS06800402	G02917	177114101802
SHIP SHOAL 068 #005 ST1	SS06800501	G02917	177114101401
SHIP SHOAL 068 #009	SS06800900	G02917	177114126000
SHIP SHOAL 068 #010	SS06801000	G02917	177114135200
SHIP SHOAL 068 #G001 (ORR)	SS068G0100	G02917	177114119400
SHIP SHOAL 068 #G002	SS068G0200	G02917	177114121200
SHIP SHOAL 091 #A001	SS091A0100	G02919	177114044300
SHIP SHOAL 091 #A003	SS091A0300	G02919	177114056800
SHIP SHOAL 091 #A004 ST1	SS091A0401	G02919	177114062501
SHIP SHOAL 091 #A005 ST1	SS091A0501	G02919	177114058201
SHIP SHOAL 091 #A006 ST2	SS091A0602	G02919	177114059202
SHIP SHOAL 091 #B001 ST1	SS091B0101	G02919	177114066401
SHIP SHOAL 091 #B002 ST1	SS091B0201	G02919	177114065701
SHIP SHOAL 091 #B003	SS091B0300	G02919	177114068400
SHIP SHOAL 091 #B004 ST1	SS091B0401	G02919	177114072101
SHIP SHOAL 091 #B005	SS091B0500	G02919	177114110800
SHIP SHOAL 105 #007	SS10500700	G09614	177114130800
SHIP SHOAL 105 #A001 ST1	SS105A0101	G09614	177114124501

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 105 #B004	SS105B0400	G09614	177114122400
SHIP SHOAL 105 #B006	SS105B0600	G09614	177114130201
SHIP SHOAL 126 #B001	SS126B0100	G12940	177114121000
SHIP SHOAL 126 #B002	SS126B0200	G12940	177114134203
SHIP SHOAL 126 #B003 ST1	SS126B0301	G12940	177114135401
SHIP SHOAL 129 #A002 ST1	SS129A0201	G12941	177114117201
SHIP SHOAL 129 #A003	SS129A0300	G12941	177114120100
SHIP SHOAL 129 #B001 ST1	SS129B0101	G12941	177114135301
SHIP SHOAL 129 #B002 ST1	SS129B0201	G12941	177114145501
SHIP SHOAL 129 #L001	SS129L0100	G12941	177114150000
SHIP SHOAL 129 #L002	SS129L0200	G12941	177114150300
SHIP SHOAL 145 #E001	SS145E01	G34831	177114140501
SHIP SHOAL 151 #A001 (ORRI)	SS151A0100	G15282	177114125702
SHIP SHOAL 151 #A002 (ORRI)	SS151A0200	G15282	177114154300
SHIP SHOAL 159 #001	SS15900100	G11984	177114143701
SHIP SHOAL 169 #BB001	SS169BB010	00820	177114048100
SHIP SHOAL 169 #BB002	SS169BB020	00820	177114055501
SHIP SHOAL 169 #BB003	SS169BB030	00820	177114057800
SHIP SHOAL 169 #BB004	SS169BB040	00820	177114056500
SHIP SHOAL 169 #BB005	SS169BB050	00820	177114059600
SHIP SHOAL 169 #BB006	SS169BB060	00820	177114060101
SHIP SHOAL 169 #C001	SS169C0100	00820	177114075600
SHIP SHOAL 169 #C003	SS169C0300	00820	177114078500
SHIP SHOAL 169 #C004	SS169C0400	00820	177114077400
SHIP SHOAL 169 #C006	SS169C0600	00820	177114080201
SHIP SHOAL 169 #C007	SS169C0700	00820	177114080601
SHIP SHOAL 169 #C008	SS169C0800	00820	177114081300
SHIP SHOAL 169 #C009	SS169C0900	00820	177114144400
SHIP SHOAL 169 #C010	SS169C1000	00820	177114144800
SHIP SHOAL 169 #G001	SS169G0100	00820	177114127400
SHIP SHOAL 169 #G002	SS169G0200	00820	177114128500
SHIP SHOAL 169 #G003	SS169G0300	00820	177114156600
SHIP SHOAL 175 #A004	SS175A0400	G05550	177094078900
SHIP SHOAL 176 #001	SS17600100	G33646	177114155400
SHIP SHOAL 178 #A001	SS178A0100	G05551	177114076800
SHIP SHOAL 178 #A002A	SS178A0200	G05551	177114080800
SHIP SHOAL 178 #A003	SS178A0302	G05551	177114081902
SHIP SHOAL 178 #A004	SS178A0400	G05551	177114082900
SHIP SHOAL 178 #A005	SS178A0500	G05551	177114082300
SHIP SHOAL 178 #A006	SS178A0600	G05551	177114113900
SHIP SHOAL 182 #A001	SS182A0100	G03998	177114059400
SHIP SHOAL 182 #A002 ST1	SS182A0201	G03998	177114060601
SHIP SHOAL 182 #A003	SS182A0300	G03998	177114063100
SHIP SHOAL 182 #A004	SS182A0400	G03998	177114065500
SHIP SHOAL 182 #B001	SS182B0101	G03998	177114066001
SHIP SHOAL 182 #B002	SS182B0201	G03998	177114074501

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 182 #B003 ST2	SS182B0402	G03998	177114090502
SHIP SHOAL 182 #B004	SS182B0400	G03998	177114090800
SHIP SHOAL 182 #B005	SS182B0500	G03998	177114113600
SHIP SHOAL 182 #B006	SS182B0600	G03998	177114130500
SHIP SHOAL 182 #C001D ST1	SS182C01D0	G03998	177114087501
SHIP SHOAL 182 #C002	SS182C0200	G03998	177114088500
SHIP SHOAL 182 #C003	SS182C0300	G03998	177114087800
SHIP SHOAL 182 #C004	SS182C0400	G03998	177114132000
SHIP SHOAL 189 #A001A	SS189A01A0	G04232	177114062000
SHIP SHOAL 189 #A002	SS189A0201	G04232	177114085301
SHIP SHOAL 189 #A003A	SS189A03A0	G04232	177114085200
SHIP SHOAL 189 #A005	SS189A0500	G04232	177114088400
SHIP SHOAL 189 #A007 ST2	SS189A0702	G04232	177114129502
SHIP SHOAL 189 #A008	SS189A0800	G04232	177114130900
SHIP SHOAL 189 #A009 ST1	SS189A0901	G04232	177114139801
SHIP SHOAL 189 #A010BP1	SS189A1001	G04232	177114154701
SHIP SHOAL 189 #A4 (SS210)	SS189A04	G05204	177114086801
SHIP SHOAL 189 #A6 (SS188)	SS189A06	G05203	177114088900
SHIP SHOAL 189 #B001 (ORRI)	SS189B0100	G04232	177114151001
SHIP SHOAL 189 #B002 (ORRI)	SS189B0200	G04232	177114152300
SHIP SHOAL 189 #C001	SS189C0101	G04232	177114153901
SHIP SHOAL 189 #D001	SS189D0100	G04232	177114154402
SHIP SHOAL 190 #B001 ST2	SS190B0103	G10775	177114114803
SHIP SHOAL 190 #B002	SS190B0200	G10775	177114134700
SHIP SHOAL 193 #A001 ST1	SS193A0101	G13917	177114112301
SHIP SHOAL 193 #A002 ST1	SS193A0201	G13917	177114112601
SHIP SHOAL 193 #A003	SS193A0300	G13917	177114115300
SHIP SHOAL 193 #A004 ST1	SS193A0401	G13917	177114116001
SHIP SHOAL 193 #A005 ST1	SS193A0501	G13917	177114117301
SHIP SHOAL 193 #A006 ST5	SS193A0605	G13917	177114123005
SHIP SHOAL 193 #A007 ST1	SS193A0701	G13917	177114139501
SHIP SHOAL 193 #M001	SS193M0100	G13917	177114148500
SHIP SHOAL 194 #A001	SS194A0100	G15288	177114121300
SHIP SHOAL 194 #A002 ST1	SS194A0201	G15288	177114121701
SHIP SHOAL 198 #J011	SS198J1100	00593	177114147800
SHIP SHOAL 204 #A008	SS204A0800	G01520	177110083000
SHIP SHOAL 204 #A015 ST1	SS204A1501	G01520	177112003401
SHIP SHOAL 204 #A016	SS204A1601	G01520	177112005401
SHIP SHOAL 204 #A020	SS204A2000	G01520	177112012600
SHIP SHOAL 204 #A024 ST1	SS204A2401	G01520	177112017701
SHIP SHOAL 204 #A028 ST3	SS204A2803	G01520	177110071003
SHIP SHOAL 204 #A030A	SS204A30A1	G01520	177114002801
SHIP SHOAL 204 #A031	SS204A3101	G01520	177110084201
SHIP SHOAL 204 #A034	SS204A3400	G01520	177114146700
SHIP SHOAL 204 #A035	SS204A3502	G01520	177114147402
SHIP SHOAL 204 #A036 ST1	SS204A3603	G01520	177114146803

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 206 #E002	SS206E0201	G01522	177114118101
SHIP SHOAL 206 #E003	SS206E0301	G01522	177114118201
SHIP SHOAL 206 #E004	SS206E0400	G01522	177114141800
SHIP SHOAL 206 #E005	SS206E0500	G01522	177114142000
SHIP SHOAL 207 #A003 ST1	SS207A0301	G01523	177110072801
SHIP SHOAL 207 #A004B	SS207A04B0	G01523	177110075500
SHIP SHOAL 207 #A006D	SS207A06D0	G01523	177110078200
SHIP SHOAL 207 #A008B	SS207A08B0	G01523	177110080700
SHIP SHOAL 207 #A009	SS207A0900	G01523	177110082400
SHIP SHOAL 207 #A010D	SS207A10D0	G01523	177110083900
SHIP SHOAL 207 #A013	SS207A1300	G01523	177112002500
SHIP SHOAL 207 #A015 ST1	SS207A1501	G01523	177112010601
SHIP SHOAL 207 #A016 ST1	SS207A1601	G01523	177112011401
SHIP SHOAL 207 #A018	SS207A1800	G01523	177112005000
SHIP SHOAL 207 #A019ST	SS207A1901	G01523	177114009401
SHIP SHOAL 207 #A020	SS207A2000	G01523	177114010300
SHIP SHOAL 207 #A022 ST1	SS207A2201	G01523	177114011301
SHIP SHOAL 207 #A023B	SS207A23B0	G01523	177114013500
SHIP SHOAL 207 #A024	SS207A2400	G01523	177114014300
SHIP SHOAL 207 #A025	SS207A2500	G01523	177114015500
SHIP SHOAL 207 #A026	SS207A2601	G01523	177112001101
SHIP SHOAL 207 #A027	SS207A2701	G01523	177110079401
SHIP SHOAL 207 #A028	SS207A2801	G01523	177110077301
SHIP SHOAL 207 #A029 ST	SS207A2901	G01523	177112001901
SHIP SHOAL 207 #A030	SS207A3001	G01523	177110071501
SHIP SHOAL 207 #A031 ST2	SS207A3102	G01523	177114117702
SHIP SHOAL 207 #A032	SS207A3201	G01523	177114119701
SHIP SHOAL 207 #A033 ST1	SS207A3301	G01523	177114121901
SHIP SHOAL 207 #A034	SS207A3400	G01523	177114122200
SHIP SHOAL 207 #A035 ST1	SS207A3501	G01523	177114133301
SHIP SHOAL 207 #A036	SS207A3600	G01523	177114137700
SHIP SHOAL 207 #D002	SS207D0200	G01523	177114025400
SHIP SHOAL 207 #D007	SS207D0700	G01523	177114030300
SHIP SHOAL 207 #D008	SS207D0800	G01523	177114032300
SHIP SHOAL 207 #D009	SS207D0900	G01523	177114116400
SHIP SHOAL 207 #D010 ST1	SS207D1001	G01523	177114116501
SHIP SHOAL 216 #C004 ST1	SS216C0401	G01524	177112014901
SHIP SHOAL 216 #C005A	SS216C05A0	G01524	177112017400
SHIP SHOAL 216 #C007 ST1	SS216C0701	G01524	177114001201
SHIP SHOAL 216 #C009 ST1	SS216C0901	G01524	177114003801
SHIP SHOAL 216 #C010	SS216C1000	G01524	177114004900
SHIP SHOAL 216 #C012C	SS216C12C0	G01524	177114006700
SHIP SHOAL 216 #C013	SS216C1300	G01524	177114007700
SHIP SHOAL 216 #C015	SS216C1500	G01524	177114009000
SHIP SHOAL 216 #C016	SS216C1601	G01524	177114000101
SHIP SHOAL 216 #C017A	SS216C17A1	G01524	177114003001

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 216 #C019	SS216C1900	G01524	177114031900
SHIP SHOAL 216 #C023	SS216C2300	G01524	177114134600
SHIP SHOAL 216 #C024 ST2	SS216C2402	G01524	177114135102
SHIP SHOAL 243 #A001 (ORRI)	SS243A0100	G10780	177124051700
SHIP SHOAL 243 #A004 (ORRI)	SS243A0400	G10780	177124059402
SHIP SHOAL 243 #A006 (ORRI)	SS243A0600	G10780	177124064901
SHIP SHOAL 249 #D017	SS249D1700	G01030	177124020800
SHIP SHOAL 259 #001	SS25900100	G05044	177124028500
SHIP SHOAL 259 #JA001 ST2	SS259JA102	G05044	177124035002
SHIP SHOAL 259 #JA002	SS259JA201	G05044	177124035301
SHIP SHOAL 259 #JA003 ST2	SS259JA302	G05044	177124035402
SHIP SHOAL 259 #JA004	SS259JA400	G05044	177124035600
SHIP SHOAL 259 #JA005 ST1	SS259JA501	G05044	177124035801
SHIP SHOAL 259 #JA006	SS259JA600	G05044	177124035900
SHIP SHOAL 259 #JA007	SS259JA700	G05044	177124064200
SHIP SHOAL 259 #JA008 ST2	SS259JA802	G05044	177124064402
SHIP SHOAL 259 #JA009	SS259JA900	G05044	177124064500
SHIP SHOAL 259 #JA010 ST1	SS259JA101	G05044	177124065501
SHIP SHOAL 274 #A001	SS274A0100	G01039	177120001500
SHIP SHOAL 274 #A002	SS274A0200	G01039	177120001600
SHIP SHOAL 274 #A003	SS274A0300	G01039	177120001700
SHIP SHOAL 274 #A004	SS274A0400	G01039	177120001800
SHIP SHOAL 274 #A006	SS274A0601	G01039	177120002001
SHIP SHOAL 274 #A008	SS274A0800	G01039	177120002200
SHIP SHOAL 274 #A010	SS274A1001	G01039	177120002401
SHIP SHOAL 274 #A012	SS274A1201	G01039	177120002601
SHIP SHOAL 274 #A013	SS274A1300	G01039	177120002700
SHIP SHOAL 274 #A014	SS274A1403	G01039	177120001903
SHIP SHOAL 274 #A016	SS274A1602	G01039	177120010202
SHIP SHOAL 274 #C001	SS274C0100	G01039	177124038900
SHIP SHOAL 274 #C002	SS274C0200	G01039	177124038800
SHIP SHOAL 274 #C003	SS274C0300	G01039	177124039000
SHIP SHOAL 274 #C004	SS274C0400	G01039	177124039100
SHIP SHOAL 274 #C005 WIW	SS274C0500	G01039	177124039200
SHIP SHOAL 274 #C006 WSW	SS274C0600	G01039	177124039300
SHIP SHOAL 274 #C007	SS274C0700	G01039	177124039900
SHIP SHOAL 274 #C008	SS274C0800	G01039	177124040300
SHIP SHOAL 274 #C009	SS274C0900	G01039	177124040200
SHIP SHOAL 274 #C010 WIW	SS274C1000	G01039	177124040000
SHIP SHOAL 274 #C011	SS274C1100	G01039	177124040100
SHIP SHOAL 274 #C012	SS274C1200	G01039	177124040700
SHIP SHOAL 274 #C013	SS274C1300	G01039	177124040800
SHIP SHOAL 274 #C014	SS274C1400	G01039	177124040900
SHIP SHOAL 274 #C015	SS274C1500	G01039	177124041400
SHIP SHOAL 274 #C016	SS274C1600	G01039	177124041300
SHIP SHOAL 274 #C017	SS274C1701	G01039	177124041501

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 274 #C018	SS274C1800	G01039	177124041800
SHIP SHOAL 274 #C019 WSW	SS274C1900	G01039	177124042000
SHIP SHOAL 274 #C020	SS274C2000	G01039	177124041900
SHIP SHOAL 274 #C021	SS274C2100	G01039	177124042600
SHIP SHOAL 274 #C022	SS274C2201	G01039	177124056102
SHIP SHOAL 274 #C023	SS274C2300	G01039	177124059600
SHIP SHOAL 274 #C024	SS274C2400	G01039	177124060100
SHIP SHOAL 276 #A6	-	G10785	177124042500
SHIP SHOAL 276 #A7	-	G10785	177124043000
SHIP SHOAL 314 #A002	SS314A0200	G26074	177124047202
SHIP SHOAL 314 #A004 (ORRI)	SS314A0400	G26074	177124047502
SHIP SHOAL 354 #A001 ST2	SS354A0102	G15312	177124055202
SHIP SHOAL 354 #A002 ST2	SS354A0202	G15312	177124056002
SHIP SHOAL 354 #A003 ST1	SS354A0301	G15312	177124057901
SHIP SHOAL 354 #A004 ST1	SS354A0401	G15312	177124057701
SHIP SHOAL 354 #A005	SS354A0500	G15312	177124065600
SHIP SHOAL 354 #A006	SS354A0600	G15312	177124066000
SHIP SHOAL 354 #A007 ST1	SS354A0701	G15312	177124066101
SHIP SHOAL 354 #A008	SS354A0800	G15312	177124066200
SHIP SHOAL206#E001(SS207E1	SS207E0100	G01523	177114115500
SOUTH MARSH IS 010 #004	SM01000400	G01181	177074089700
SOUTH MARSH IS 010 #A002	SM010A0200	G01181	177070050200
SOUTH MARSH IS 010 #A003	SM010A0300	G01181	177074043200
SOUTH MARSH IS 010 #A004	SM010A0400	G01181	177070050600
SOUTH MARSH IS 010 #A007	SM010A0700	G01181	177070051300
SOUTH MARSH IS 010 #A008	SM010A0800	G01181	177070052100
SOUTH MARSH IS 010 #A009E	SM010A09E0	G01181	177072000000
SOUTH MARSH IS 010 #A011	SM010A1100	G01181	177072000500
SOUTH MARSH IS 010 #A012	SM010A1200	G01181	177072001100
SOUTH MARSH IS 010 #A013 ST1	SM010A1301	G01181	177072000401
SOUTH MARSH IS 010 #A017	SM010A1700	G01181	177074032300
SOUTH MARSH IS 010 #A019	SM010A1901	G01181	177074046301
SOUTH MARSH IS 010 #A021	SM010A2100	G01181	177074075200
SOUTH MARSH IS 011 #034	SM01103400	G01182	177072004300
SOUTH MARSH IS 011 #058 BP2	SM01105802	G01182	177074090702
SOUTH MARSH IS 018 #A001 ST1	SM018A0101	G08680	177074057701
SOUTH MARSH IS 018 #A002	SM018A0200	G08680	177074064900
SOUTH MARSH IS 018 #A003	SM018A0300	G08680	177074070300
SOUTH MARSH IS 048 #E002	SM048E0201	00786	177072002801
SOUTH MARSH IS 048 #E003 ST1BP	SM048E0302	00786	177072003302
SOUTH MARSH IS 048 #E004	SM048E0401	00786	177072004001
SOUTH MARSH IS 048 #E005	SM048E005	00786	177072004800
SOUTH MARSH IS 048 #E007	SM048E07	00786	177074092300
SOUTH MARSH IS 066 #C001	SM066C0100	G01198	177070041200
SOUTH MARSH IS 066 #C002	SM066C0200	G01198	177070049000
SOUTH MARSH IS 066 #C003	SM066C0300	G01198	177074005800

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 066 #C004	SM066C0400	G01198	177070050000
SOUTH MARSH IS 066 #C005	SM066C0500	G01198	177070050700
SOUTH MARSH IS 066 #C006	SM066C0600	G01198	177072018700
SOUTH MARSH IS 066 #C007	SM066C0700	G01198	177070052800
SOUTH MARSH IS 066 #C009B	SM066C09B0	G01198	177072001200
SOUTH MARSH IS 066 #C010 ST2	SM066C1002	G01198	177072002502
SOUTH MARSH IS 066 #C011	SM066C1100	G01198	177074072900
SOUTH MARSH IS 066 #C012	SM066C1200	G01198	177074073500
SOUTH MARSH IS 066 #D001	SM066D0100	G01198	177074025400
SOUTH MARSH IS 066 #D003	SM066D0300	G01198	177074029000
SOUTH MARSH IS 066 #D004	SM066D0400	G01198	177074032000
SOUTH MARSH IS 066 #D005	SM066D0500	G01198	177074032600
SOUTH MARSH IS 066 #D006 ST	SM066D0601	G01198	177074031201
SOUTH MARSH IS 066 #D007 ST1BP	SM066D0701	G01198	177074027401
SOUTH MARSH IS 076 #F001 BP2	SM076F0102	G01208	177084095402
SOUTH MARSH IS 076 #F002	SM076F0200	G01208	177084095500
SOUTH MARSH IS 105 #A001	SM105A0100	G17938	177084089700
SOUTH MARSH IS 105 #A002 ST1	SM105A0201	G17938	177084089901
SOUTH MARSH IS 106 #A001N	SM106A01N0	G03776	177084038200
SOUTH MARSH IS 106 #A002 ST	SM106A02N1	G03776	177084038701
SOUTH MARSH IS 106 #A003N	SM106A03N0	G03776	177084039100
SOUTH MARSH IS 106 #A004	SM106A04N0	G03776	177084040600
SOUTH MARSH IS 106 #A005 ST2	SM106A05N2	G03776	177084047202
SOUTH MARSH IS 106 #A006 ST1	SM106A06N1	G03776	177084048401
SOUTH MARSH IS 106 #A007	SM106A07N0	G03776	177084048600
SOUTH MARSH IS 106 #A008	SM106A08N0	G03776	177084049100
SOUTH MARSH IS 106 #A009 ST1	SM106A09N1	G03776	177084049801
SOUTH MARSH IS 106 #A010	SM106A10N0	G03776	177084051300
SOUTH MARSH IS 106 #A011 ST2	SM106A11N2	G03776	177084052302
SOUTH MARSH IS 106 #A013	SM106A13N0	G03776	177084081200
SOUTH MARSH IS 106 #A014	SM106A14N0	G03776	177084082000
SOUTH MARSH IS 106 #A015	SM106A15N0	G03776	177084082600
SOUTH MARSH IS 106 #A016	SM106A16N0	G03776	177084082700
SOUTH MARSH IS 106 #A017	SM106A17N0	G03776	177084082800
SOUTH MARSH IS 106 #A020	SM106A20S0	G02279	177084082200
SOUTH MARSH IS 106#A012ST2	SM106A12S2	G02279	177084053602
SOUTH MARSH IS 108 #A018	SM108A1800	00792	177084094500
SOUTH MARSH IS 127 #B011	SM127B1100	G02883	177084015800
SOUTH MARSH IS 127 #B017	SM127B17S1	G02883	177084025801
SOUTH MARSH IS 127 #B022 ST1	SM127B2201	G02883	177084078501
SOUTH MARSH IS 128 #A002	SM128A0200	G02587	177084014300
SOUTH MARSH IS 128 #A003	SM128A0300	G02587	177084013400
SOUTH MARSH IS 128 #A004C ST1	SM128A04C1	G02587	177084014601
SOUTH MARSH IS 128 #A005	SM128A0500	G02587	177084015000
SOUTH MARSH IS 128 #A006 ST1	SM128A0601	G02587	177084016101
SOUTH MARSH IS 128 #A007	SM128A0700	G02587	177084015500

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 128 #A009	SM128A0900	G02587	177084019100
SOUTH MARSH IS 128 #A010	SM128A1002	G02587	177084019302
SOUTH MARSH IS 128 #A011 ST3	SM128A1103	G02587	177084017103
SOUTH MARSH IS 128 #A012	SM128A1200	G02587	177084023600
SOUTH MARSH IS 128 #A013 ST2	SM128A1302	G02587	177084024002
SOUTH MARSH IS 128 #A014	SM128A1400	G02587	177084026100
SOUTH MARSH IS 128 #A015 ST2	SM128A1502	G02587	177084012902
SOUTH MARSH IS 128 #A016 ST1	SM128A1601	G02587	177084033301
SOUTH MARSH IS 128 #A017 ST1	SM128A1702	G02587	177084028202
SOUTH MARSH IS 128 #A018	SM128A1800	G02587	177084030300
SOUTH MARSH IS 128 #A019	SM128A1900	G02587	177084035100
SOUTH MARSH IS 128 #A021	SM128A2100	G02587	177084035200
SOUTH MARSH IS 128 #A022 ST2	SM128A2202	G02587	177084034402
SOUTH MARSH IS 128 #A023 ST1	SM128A2301	G02587	177084037601
SOUTH MARSH IS 128 #A024	SM128A2400	G02587	177084039700
SOUTH MARSH IS 128 #A025	SM128A2500	G02587	177084040000
SOUTH MARSH IS 128 #A026	SM128A2600	G02587	177084039900
SOUTH MARSH IS 128 #B001A	SM128B01D0	G02587	177084011000
SOUTH MARSH IS 128 #B002 ST1	SM128B0201	G02587	177084014401
SOUTH MARSH IS 128 #B003 ST1	SM128B0301	G02587	177084011601
SOUTH MARSH IS 128 #B005D	SM128B05D0	G02587	177084012700
SOUTH MARSH IS 128 #B006 ST2	SM128B0602	G02587	177084012202
SOUTH MARSH IS 128 #B007 ST2	SM128B0702	G02587	177084014502
SOUTH MARSH IS 128 #B008A	SM128B08A0	G02587	177084014700
SOUTH MARSH IS 128 #B009	SM128B0900	G02587	177084014900
SOUTH MARSH IS 128 #B010	SM128B1000	G02587	177084015600
SOUTH MARSH IS 128 #B012 ST1	SM128B1201	G02587	177084016401
SOUTH MARSH IS 128 #B013	SM128B1300	G02587	177084023500
SOUTH MARSH IS 128 #B015	SM128B1500	G02587	177084024700
SOUTH MARSH IS 128 #B016	SM128B1600	G02587	177084025300
SOUTH MARSH IS 128 #B018	SM128B1800	G02587	177084029200
SOUTH MARSH IS 128 #B019	SM128B1900	G02587	177084030600
SOUTH MARSH IS 128 #B020	SM128B2000	G02587	177084063300
SOUTH MARSH IS 128 #B021	SM128B2100	G02587	177084078200
SOUTH MARSH IS 128 #B024	SM128B2400	G02587	177084088600
SOUTH MARSH IS 128 #C001	SM128C0100	G02587	177084028600
SOUTH MARSH IS 128 #C002	SM128C0200	G02587	177084027300
SOUTH MARSH IS 128 #C003	SM128C0300	G02587	177084029600
SOUTH MARSH IS 128 #C004A	SM128C04A0	G02587	177084030000
SOUTH MARSH IS 128 #C005A	SM128C05A0	G02587	177084030700
SOUTH MARSH IS 128 #C006A	SM128C06A0	G02587	177084031300
SOUTH MARSH IS 128 #C007	SM128C0700	G02587	177084031700
SOUTH MARSH IS 128 #C008	SM128C0800	G02587	177084032000
SOUTH MARSH IS 128 #C009	SM128C0900	G02587	177084034900
SOUTH MARSH IS 128 #C010D	SM128C10D0	G02587	177084035000
SOUTH MARSH IS 128 #C011	SM128C1100	G02587	177084036400

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 128 #C012A	SM128C12A0	G02587	177084037300
SOUTH MARSH IS 128 #C013	SM128C1300	G02587	177084037700
SOUTH MARSH IS 128 #C014	SM128C1400	G02587	177084038900
SOUTH MARSH IS 128 #C015A	SM128C15A0	G02587	177084039300
SOUTH MARSH IS 128 #C016	SM128C1600	G02587	177084062000
SOUTH MARSH IS 128 #C017A	SM128C17A0	G02587	177084062600
SOUTH MARSH IS 128 #C018D	SM128C18D0	G02587	177084062900
SOUTH MARSH IS 128 #C019	SM128C1900	G02587	177084088000
SOUTH MARSH IS 128 #C020	SM128C2000	G02587	177084088100
SOUTH MARSH IS 128 #C021	SM128C2101	G02587	177084088201
SOUTH MARSH IS 132 #B002	SM132B0200	G02282	177084031800
SOUTH MARSH IS 132 #B003 ST1	SM132B0301	G02282	177084031601
SOUTH MARSH IS 132 #B004	SM132B0400	G02282	177084033000
SOUTH MARSH IS 132 #B005	SM132B0500	G02282	177084033500
SOUTH MARSH IS 132 #B006	SM132B0600	G02282	177084033900
SOUTH MARSH IS 132 #B007	SM132B0700	G02282	177084034100
SOUTH MARSH IS 132 #B008	SM132B0800	G02282	177084035500
SOUTH MARSH IS 132 #B009	SM132B0900	G02282	177084036200
SOUTH MARSH IS 132 #B010	SM132B1000	G02282	177084036500
SOUTH MARSH IS 132 #B011	SM132B1100	G02282	177084037800
SOUTH MARSH IS 135 #C003 BP1	SM135C0301	G19776	177084089401
SOUTH MARSH IS 136 #A004	SM136A0400	G02588	177084021900
SOUTH MARSH IS 136 #A008	SM136A08	G02588	177084032401
SOUTH MARSH IS 136 #A010	SM136A1000	G02588	177084035700
SOUTH MARSH IS 136 #A015	SM136A1500	G02588	177084071200
SOUTH MARSH IS 136 #C007	SM136C0700	G02588	177084091900
SOUTH MARSH IS 137 #A001	SM137A0100	G02589	177084007700
SOUTH MARSH IS 137 #A003	SM137A0300	G02589	177084020400
SOUTH MARSH IS 137 #A005	SM137A0500	G02589	177084024100
SOUTH MARSH IS 137 #A009	SM137A0900	G02589	177084034600
SOUTH MARSH IS 137 #A011 ST1	SM137A1101	G02589	177084030201
SOUTH MARSH IS 137 #A012	SM137A1200	G02589	177084040400
SOUTH MARSH IS 137 #A013	SM137A1300	G02589	177084042900
SOUTH MARSH IS 137 #A014	SM137A1400	G02589	177084045000
SOUTH MARSH IS 137 #A018	SM137A1800	G02589	177084072800
SOUTH MARSH IS 141 #B014C	SM141B14C1	G02885	177084025701
SOUTH MARSH IS 141 #B023A	SM141B23A0	G02885	177084079100
SOUTH MARSH IS 149 #C001 ST1	SM149C0101	G02592	177084088901
SOUTH MARSH IS 149 #C002	SM149C0200	G02592	177084089100
SOUTH MARSH IS 149 #C004	SM149C0400	G02592	177084090300
SOUTH MARSH IS 149 #C005	SM149C0500	G02592	177084090400
SOUTH MARSH IS 149 #D001	SM149D0101	G02592	177084094401
SOUTH MARSH IS 150 #C006 BP2	SM150C0600	G16325	177084091802
SOUTH MARSH IS 150 #D002	SM150D0200	G16325	177084095700
SOUTH MARSH IS 150 #D003	SM150D0301	G16325	177084096401
SOUTH MARSH IS 161 #A014 ORRI	SM161A1400	G04809	177084061401

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 161 #A015 ORRI	SM161A1500	G04809	177084090501
SOUTH MARSH IS 236 #139 (ORRI)	SM23613900	00310	177074053802
SOUTH MARSH IS 236 #144 ORRI	SM23614400	00310	177074058600
SOUTH MARSH IS 236 #160 (ORRI)	SM23616000	00310	177074058700
SOUTH MARSH IS 236 #A001 ORRI	SM236A0100	00310	177074037700
SOUTH MARSH IS 236 #A003 ORRI	SM236A0300	00310	177074040800
SOUTH MARSH IS 236 #A005 ORRI	SM236A0500	00310	177074041100
SOUTH MARSH IS 236 #A009 ORRI	SM236A0900	00310	177074044000
SOUTH MARSH IS 240 #0200	SM24020000	00310	177074078800
SOUTH MARSH IS 240 #153	SM240153	00310	177074061100
SOUTH MARSH IS 240 #156	SM24015600	00310	177074061800
SOUTH MARSH IS 240 #191	SM24019101	00310	177074073600
SOUTH MARSH IS 240 #196	SM24019600	00310	177074075800
SOUTH MARSH IS 240 #E001	SM240E0100	00310	177074060900
SOUTH MARSH IS 240 #E002	SM240E0200	00310	177074065600
SOUTH MARSH IS 241 #302	SM241302	00310	177074042001
SOUTH MARSH IS 268 #A002C	SM268A02C0	G02310	177074007600
SOUTH MARSH IS 268 #A007A	SM268A07A0	G02310	177074013600
SOUTH MARSH IS 268 #A017B	SM268A17B0	G02310	177074016800
SOUTH MARSH IS 268 #D001	SM268D0100	G02310	177074020600
SOUTH MARSH IS 268 #D003D	SM268D03D0	G02310	177074021600
SOUTH MARSH IS 268 #D004	SM268D0400	G02310	177074022500
SOUTH MARSH IS 268 #D006	SM268D0600	G02310	177074024700
SOUTH MARSH IS 268 #D007	SM268D0700	G02310	177074025700
SOUTH MARSH IS 268 #D012	SM268D1200	G02310	177074028700
SOUTH MARSH IS 268 #D016D	SM268D16D1	G02310	177074029901
SOUTH MARSH IS 269 #A021B	SM269A21B0	G02311	177074018100
SOUTH MARSH IS 269 #B002	SM269B0200	G02311	177074008100
SOUTH MARSH IS 269 #B017 ST1	SM269B1701	G02311	177074075701
SOUTH MARSH IS 269 #B019 BP1	SM269B1901	G02311	177074088501
SOUTH MARSH IS 269 #F001 ST1	SM269F0101	G02311	177074080401
SOUTH MARSH IS 280 #G001	SM280G0100	G14456	177074071400
SOUTH MARSH IS 280 #G002	SM280G0200	G14456	177074080700
SOUTH MARSH IS 280 #H001 ST1	SM280H0102	G14456	177074081802
SOUTH MARSH IS 280 #H002 STB	SM280H0203	G14456	177074082303
SOUTH MARSH IS 281 #C001	SM281C0100	G02600	177074012500
SOUTH MARSH IS 281 #C003A	SM281C03A0	G02600	177074013900
SOUTH MARSH IS 281 #C005A	SM281C05A0	G02600	177074015300
SOUTH MARSH IS 281 #C006	SM281C0600	G02600	177074015800
SOUTH MARSH IS 281 #C008 ST1	SM281C0801	G02600	177074017701
SOUTH MARSH IS 281 #C010 ST	SM281C1001	G02600	177074020701
SOUTH MARSH IS 281 #C011 ST1	SM281C1101	G02600	177074022401
SOUTH MARSH IS 281 #C012A	SM281C12A0	G02600	177074024100
SOUTH MARSH IS 281 #C014 ST	SM281C1401	G02600	177074026901
SOUTH MARSH IS 281 #C015	SM281C1500	G02600	177074028300
SOUTH MARSH IS 281 #C016C	SM281C16C0	G02600	177074029600

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 281 #C017	SM281C1700	G02600	177074030500
SOUTH MARSH IS 281 #C019B	SM281C19B0	G02600	177074034400
SOUTH MARSH IS 281 #C020 ST1	SM281C2001	G02600	177074034901
SOUTH MARSH IS 281 #C021B	SM281C21B0	G02600	177074035500
SOUTH MARSH IS 281 #C023 ST2	SM281C2302	G02600	177074036802
SOUTH MARSH IS 281 #C024	SM281C2400	G02600	177074037300
SOUTH MARSH IS 281 #C025	SM281C2500	G02600	177074083500
SOUTH MARSH IS 281 #C026	SM281C2600	G02600	177074083700
SOUTH MARSH IS 281 #C027	SM281C2700	G02600	177074085200
SOUTH MARSH IS 281 #C028 BP2	SM281C2802	G02600	177074089402
SOUTH MARSH IS 281 #D002	SM281D0200	G02600	177074021100
SOUTH MARSH IS 281 #D009	SM281D0900	G02600	177074027100
SOUTH MARSH IS 281 #D010A	SM281D10A0	G02600	177074027500
SOUTH MARSH IS 281 #D011	SM281D1100	G02600	177074028000
SOUTH MARSH IS 281 #D013	SM281D1300	G02600	177074029100
SOUTH MARSH IS 281 #D014A	SM281D14A0	G02600	177074029700
SOUTH MARSH IS 281 #D05A	SM281D05A0	G02600	177074023200
SOUTH MARSH IS 281 #D08A	SM281D08A0	G02600	177074026600
SOUTH MARSH IS 281 #E001D	SM281E01D0	G02600	177074018500
SOUTH MARSH IS 281 #E002A	SM281E02A0	G02600	177074024600
SOUTH MARSH IS 281 #E003	SM281E0300	G02600	177074027800
SOUTH MARSH IS 281 #E004	SM281E0400	G02600	177074028500
SOUTH MARSH IS 281 #E005A	SM281E05A0	G02600	177074029300
SOUTH MARSH IS 281 #E006	SM281E0601	G02600	177074030101
SOUTH MARSH IS 281 #E007	SM281E0700	G02600	177074031600
SOUTH MARSH IS 281 #E008A	SM281E08A1	G02600	177074033101
SOUTH MARSH IS 281 #E009A	SM281E09A0	G02600	177074033800
SOUTH MARSH IS 281 #E010A	SM281E10A0	G02600	177074034800
SOUTH MARSH IS 281 #E011 ST	SM281E1101	G02600	177074035601
SOUTH MARSH IS 281 #E012	SM281E1200	G02600	177074036000
SOUTH MARSH IS 281 #E013	SM281E1300	G02600	177074036600
SOUTH MARSH IS 281 #E014	SM281E1400	G02600	177074038600
SOUTH MARSH IS 281 #I001	SM281I0101	G02600	177074082601
SOUTH MARSH IS 281 #I002 ST1	SM281I0201	G02600	177074082701
SOUTH MARSH IS 281 #I003	SM281I0300	G02600	177074082800
SOUTH MARSH IS 48 # E 6	SM048E06	00786	177074066702
SOUTH PASS 061 #D004 ST2	SP061D0402	G01609	177234006302
SOUTH PASS 061 #D023	SP061D2300	G01609	177234008200
SOUTH PASS 061 #D024 ST1	SP061D2401	G01609	177234007701
SOUTH PASS 061 #D025	SP061D2500	G01609	177234008300
SOUTH PASS 061 #D026	SP061D2600	G01609	177234008400
SOUTH PASS 061 #D033 ST2	SP061D3302	G01609	177234008702
SOUTH PASS 061 #D034 ST1	SP061D3401	G01609	177234009001
SOUTH PASS 061 #D035 ST2	SP061D3502	G01609	177234009102
SOUTH PASS 061 #D036 ST1	SP061D3601	G01609	177234009201
SOUTH PASS 061 #D038	SP061D38	G01609	177234009702

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 061 #D039 ST1	SP061D3901	G01609	177234009801
SOUTH PASS 061 #D040 ST2	SP061D4002	G01609	177234009502
SOUTH PASS 061 #D043 ST2	SP061D4302	G01609	177234009602
SOUTH PASS 062 #C001	SP062C0101	G01294	177230007901
SOUTH PASS 062 #C004	SP062C0401	G01294	177232000101
SOUTH PASS 062 #C005	SP062C0500	G01294	177230008600
SOUTH PASS 062 #C006	SP062C0601	G01294	177232000301
SOUTH PASS 062 #C007 ST3	SP062C0703	G01294	177234000803
SOUTH PASS 062 #C009	SP062C0900	G01294	177232000800
SOUTH PASS 062 #C011 ST1	SP062C1101	G01294	177232001501
SOUTH PASS 062 #C013B	SP062C13B0	G01294	177232002100
SOUTH PASS 062 #C016	SP062C1600	G01294	177232003000
SOUTH PASS 062 #C017	SP062C1702	G01294	177232003102
SOUTH PASS 062 #C018	SP062C1800	G01294	177232003200
SOUTH PASS 062 #C021	SP062C2105	G01294	177230008005
SOUTH PASS 062 #D001	SP062D0100	G01294	177234012300
SOUTH PASS 062 #D002	SP062D0200	G01294	177234011900
SOUTH PASS 062 #D003	SP062D0300	G01294	177234012000
SOUTH PASS 062 #D004	SP062D0401	G01294	177234012901
SOUTH PASS 062 #D005	SP062D0500	G01294	177234012100
SOUTH PASS 062 #D007	SP062D0700	G01294	177234012200
SOUTH PASS 062 #D008	SP062D0800	G01294	177234012500
SOUTH PASS 062 #D009	SP062D0900	G01294	177234013000
SOUTH PASS 062 #D010 ST1	SP062D1001	G01294	177234012801
SOUTH PASS 062 #D012	SP062D1200	G01294	177234013200
SOUTH PASS 062 #D014	SP062D1400	G01294	177234014100
SOUTH PASS 062 #D019	SP062D1900	G01294	177234012400
SOUTH PASS 062 #D020 ST1	SP062D2001	G01294	177234014001
SOUTH PASS 062 #D021	SP062D2100	G01294	177234013700
SOUTH PASS 062 #D022	SP062D2201	G01294	177234013801
SOUTH PASS 062 #D023	SP062D2300	G01294	177234014300
SOUTH PASS 062 #D027	SP062D2700	G01294	177234014500
SOUTH PASS 062 #D028	SP062D2800	G01294	177234014601
SOUTH PASS 062 #D029	SP062D2900	G01294	177234014900
SOUTH PASS 062 #D030	SP062D3000	G01294	177234014700
SOUTH PASS 062 #D031	SP062D3100	G01294	177234014800
SOUTH PASS 062 #D032	SP062D3201	G01294	177234015001
SOUTH PASS 062 #D033	SP062D3300	G01294	177234016300
SOUTH PASS 062 #D034A	SP062D34A0	G01294	177234016600
SOUTH PASS 062 #D035	SP062D3500	G01294	177234016900
SOUTH PASS 062 #D036	SP062D3600	G01294	177234016400
SOUTH PASS 064 #A003A	SP064A0300	G01901	177232001700
SOUTH PASS 064 #A013 ST1	SP064A1300	G01901	177232004800
SOUTH PASS 064 #B014 ST	SP064B1401	G01901	177254002601
SOUTH PASS 064 #B021	SP064B2100	G01901	177254003300
SOUTH PASS 064 #B023	SP064B2300	G01901	177254003600

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 064 #B034	SP064B3400	G01901	177254005100
SOUTH PASS 064 #C001	SP064C0100	G01901	177254039900
SOUTH PASS 065 #A001	SP065A0101	G01610	177232001001
SOUTH PASS 065 #A009	SP065A0900	G01610	177232004400
SOUTH PASS 065 #A012	SP065A1200	G01610	177232004700
SOUTH PASS 065 #A016A	SP065A1600	G01610	177232005100
SOUTH PASS 065 #A018	SP065A1800	G01610	177232005600
SOUTH PASS 065 #A024	SP065A2400	G01610	177232006700
SOUTH PASS 065 #A027	SP065A2700	G01610	177232007100
SOUTH PASS 065 #A028	SP065A2800	G01610	177232007200
SOUTH PASS 065 #A029	SP065A2900	G01610	177232007400
SOUTH PASS 065 #A030 ST	SP065A3001	G01610	177232007501
SOUTH PASS 065 #A034	SP065A3400	G01610	177232007900
SOUTH PASS 065 #A036 ST	SP065A3602	G01610	177232007802
SOUTH PASS 065 #B011	SP065B1100	G01610	177254001900
SOUTH PASS 065 #B019	SP065B1900	G01610	177254003000
SOUTH PASS 065 #B033 ST2	SP065B3302	G01610	177254005002
SOUTH PASS 065 #C003	SP065C0300	G01610	177254040900
SOUTH PASS 065 #C010	SP065C1000	G01610	177254042800
SOUTH PASS 065 #C022	SP065C2200	G01610	177254045800
SOUTH PASS 065 #C023	SP065C2300	G01610	177254046700
SOUTH PASS 070 #C001	SP070C0100	G01614	177234001200
SOUTH PASS 070 #C002	SP070C0200	G01614	177234001400
SOUTH PASS 070 #C003	SP070C0300	G01614	177234001500
SOUTH PASS 070 #C004	SP070C0400	G01614	177234001600
SOUTH PASS 070 #C006	SP070C0600	G01614	177234001800
SOUTH PASS 070 #C009	SP070C0900	G01614	177234002000
SOUTH PASS 070 #C010	SP070C1000	G01614	177234002200
SOUTH PASS 070 #C011	SP070C1100	G01614	177234002300
SOUTH PASS 070 #C014	SP070C1400	G01614	177234002500
SOUTH PASS 070 #C015	SP070C1500	G01614	177234002600
SOUTH PASS 070 #C017	SP070C1700	G01614	177234002800
SOUTH PASS 070 #C018	SP070C1800	G01614	177234002900
SOUTH PASS 070 #C019	SP070C1900	G01614	177234003000
SOUTH PASS 070 #C021	SP070C2100	G01614	177234003200
SOUTH PASS 070 #C022	SP070C2200	G01614	177234003300
SOUTH PASS 070 #C024	SP070C2400	G01614	177234003500
SOUTH PASS 070 #C025	SP070C2500	G01614	177234003700
SOUTH PASS 070 #C026	SP070C2600	G01614	177234003800
SOUTH PASS 070 #C028	SP070C2800	G01614	177234004000
SOUTH PASS 070 #C029 ST2	SP070C2902	G01614	177234004402
SOUTH PASS 070 #C031	SP070C3100	G01614	177234004500
SOUTH PASS 070 #C032	SP070C3200	G01614	177234004600
SOUTH PASS 070 #C034	SP070C3400	G01614	177234004700
SOUTH PASS 070 #C038	SP070C3800	G01614	177234005100
SOUTH PASS 070 #C039 ST1	SP070C3901	G01614	177234004901

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 070 #C041	SP070C4100	G01614	177234005400
SOUTH PASS 070 #C042	SP070C4200	G01614	177234005500
SOUTH PASS 070 #C045	SP070C4500	G01614	177234005700
SOUTH PASS 070 #C046 ST3	SP070C4603	G01614	177234005003
SOUTH PASS 070 #C047	SP070C4700	G01614	177234005800
SOUTH PASS 070 #C048	SP070C4800	G01614	177234005900
SOUTH PASS 070 #D001	SP070D0100	G01614	177234006000
SOUTH PASS 070 #D002	SP070D0200	G01614	177234006100
SOUTH PASS 070 #D003	SP070D0300	G01614	177234006200
SOUTH PASS 070 #D005	SP070D0500	G01614	177234006400
SOUTH PASS 070 #D006 ST1	SP070D0600	G01614	177234006501
SOUTH PASS 070 #D007	SP070D0700	G01614	177234006600
SOUTH PASS 070 #D008	SP070D0800	G01614	177234006700
SOUTH PASS 070 #D012	SP070D1200	G01614	177234007100
SOUTH PASS 070 #D013	SP070D130	G01614	177234007200
SOUTH PASS 070 #D014	SP070D1400	G01614	177234007300
SOUTH PASS 070 #D015 ST1	SP070D1501	G01614	177234007401
SOUTH PASS 070 #D016	SP070D1600	G01614	177234007500
SOUTH PASS 070 #D018	SP070D1800	G01614	177234007600
SOUTH PASS 070 #D020	SP070D2000	G01614	177234007800
SOUTH PASS 070 #D021	SP070D2100	G01614	177234007900
SOUTH PASS 070 #D027	SP070D2700	G01614	177234008500
SOUTH PASS 070 #D028	SP070D2800	G01614	177234008600
SOUTH PASS 070 #D030	SP070D3000	G01614	177234008800
SOUTH PASS 070 #D037	SP070D3700	G01614	177234009300
SOUTH PASS 070 #D042 ST1	SP070D4201	G01614	177234009901
SOUTH PASS 070 #D044 ST1	SP070D4401	G01614	177234016201
SOUTH PASS 087 #006	SP08700602	G07799	177224023102
SOUTH PASS 087 #D002 ST	SP087D0201	G07799	177224021001
SOUTH PASS 087 #D003	SP087D0202	G07799	177224021202
SOUTH PASS 087 #D008	SP087D0800	G07799	177224020803
SOUTH PASS 087 #D009	SP087D0900	G07799	177224022600
SOUTH PASS 087 #D011	SP087D1101	G07799	177224022801
SOUTH PASS 087 #D07A	SP087D0700	G07799	177224020900
SOUTH PASS 088 #D005 ST	SP088D0501	G10894	177224021901
SOUTH PASS 088 #D006	SP088D0601	G10894	177224022201
SOUTH PASS 088 #D010	SP088D1001	G10894	177224022701
SOUTH PASS 089 #013	SP08901300	G01618	177224015100
SOUTH PASS 089 #014	SP08901400	G01618	177224017500
SOUTH PASS 089 #B001A	SP089B01A0	G01618	177224005300
SOUTH PASS 089 #B002A	SP089B02A0	G01618	177224005700
SOUTH PASS 089 #B003	SP089B0300	G01618	177224006400
SOUTH PASS 089 #B004A	SP089B04A0	G01618	177224006800
SOUTH PASS 089 #B005	SP089B0500	G01618	177224008400
SOUTH PASS 089 #B006D	SP089B06D0	G01618	177224009500
SOUTH PASS 089 #B007	SP089B0700	G01618	177224008501

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 089 #B008 ST1	SP089B0801	G01618	177224009901
SOUTH PASS 089 #B009 ST1	SP089B0901	G01618	177224008601
SOUTH PASS 089 #B010	SP089B1000	G01618	177224010900
SOUTH PASS 089 #B011 ST	SP089B1101	G01618	177224010403
SOUTH PASS 089 #B012	SP089B1200	G01618	177224011200
SOUTH PASS 089 #B013	SP089B1300	G01618	177224011704
SOUTH PASS 089 #B014	SP089B1400	G01618	177224011601
SOUTH PASS 089 #B015 ST3	SP089B1503	G01618	177224012703
SOUTH PASS 089 #B016 ST2	SP089B1602	G01618	177224014702
SOUTH PASS 089 #B017 ST	SP089B1701	G01618	177224015901
SOUTH PASS 089 #B018 ST2	SP089B1802	G01618	177224017602
SOUTH PASS 089 #B019 ST	SP089B1901	G01618	177224017901
SOUTH PASS 089 #B020 ST3	SP089B2003	G01618	177224016203
SOUTH PASS 089 #B022	SP089B2200	G01618	177224017800
SOUTH PELTO 001 #A002 ST1	PL001A0201	G04234	177134009201
SOUTH PELTO 001 #A004	PL001A0400	G04234	177134015600
SOUTH PELTO 001 #A005	PL001A0500	G04234	177134009800
SOUTH PELTO 001 #A006	PL001A0600	G04234	177134016100
SOUTH PELTO 009 #001	PL00900100	G02924	177134001300
SOUTH PELTO 009 #002	PL00900200	G02924	177134002300
SOUTH PELTO 009 #005	PL00900500	G02924	177134018700
SOUTH PELTO 009 #006	PL00900600	G02924	177134006100
SOUTH PELTO 009 #007	PL00900700	G02924	177134007800
SOUTH PELTO 009 #010	PL00901000	G02924	177134025300
SOUTH PELTO 010 #002	PL01000200	G02925	177134001000
SOUTH PELTO 010 #003	PL01000300	G02925	177134001400
SOUTH PELTO 010 #004	PL01000400	G02925	177134001600
SOUTH PELTO 010 #005	PL01000500	G02917	177114098000
SOUTH PELTO 010 #006 ST1	PL01000601	G02925	177134002101
SOUTH PELTO 010 #007	PL01000700	G02925	177134002200
SOUTH PELTO 010 #009 ST3	PL01000903	G02925	177134003303
SOUTH PELTO 010 #010	PL01001000	G02925	177134007200
SOUTH PELTO 010 #011 ST2	PL01001102	G02925	177134005102
SOUTH PELTO 010 #012 ST5	PL01001205	G02925	177134006705
SOUTH PELTO 010 #013 ST1	PL01001301	G02925	177134007402
SOUTH PELTO 010 #014	PL01001400	G02925	177134009400
SOUTH PELTO 010 #016 ST2	PL01001602	G02925	177134011802
SOUTH PELTO 010 #017 ST1	PL01001701	G02925	177134012301
SOUTH PELTO 010 #019 ST1	PL01001901	G02925	177134010601
SOUTH PELTO 010 #020	PL01002000	G02925	177134015800
SOUTH PELTO 010 #022 ST1	PL01002201	G02925	177134018201
SOUTH PELTO 010 #023 ST1	PL01002301	G02925	177134016601
SOUTH PELTO 010 #026	PL01002600	G02925	177134018000
SOUTH PELTO 010 #B025	PL010B2501	G02925	177134018301
SOUTH PELTO 011 #017	PL01101700	00071	177134003102
SOUTH PELTO 011 #019 ST1	PL01101901	00071	177134004501

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PELTO 011 #022	PL01102200	00071	177134012000
SOUTH PELTO 011 #025	PL01102500	00071	177134018900
SOUTH PELTO 011 #031	PL01103100	00071	177134022701
SOUTH PELTO 011 #032	PL01103200	00071	177134022600
SOUTH PELTO 011 #F001	PL011F0100	00071	177130000300
SOUTH PELTO 011 #F002	PL011F0200	00071	177134000500
SOUTH PELTO 011 #F003 ST	PL011F0300	00071	177134001700
SOUTH PELTO 013 #009	PL01300900	G03171	177134019701
SOUTH PELTO 025 #005 (ORRI)	PL02500502	G14535	177134024303
SOUTH PELTO 025 #006 (ORRI)	PL02500600	G14535	177134025003
SOUTH PELTO 025 #JA001	PL025JA01	G14535	177134019800
SOUTH PELTO 025 #JB001 (ORRI)	PL025JB012	G14535	177134020302
SOUTH TIMBALIER 049 #A001 ST2	ST049A0102	G24956	177154123902
SOUTH TIMBALIER 053 #004	ST05300401	G04000	177154043101
SOUTH TIMBALIER 053 #006	ST05300601	G04000	177154083500
SOUTH TIMBALIER 053 #A001	ST053A0101	G04000	177154034402
SOUTH TIMBALIER 053 #A002	ST053A0201	G04000	177154037601
SOUTH TIMBALIER 053 #A003	ST053A0301	G04000	177154038401
SOUTH TIMBALIER 053 #A004	ST053A0400	G04000	177154038500
SOUTH TIMBALIER 053 #A006	ST053A0601	G04000	177154039201
SOUTH TIMBALIER 053 #A007	ST053A0700	G04000	177154040400
SOUTH TIMBALIER 053 #A008	ST053A0800	G04000	177154040500
SOUTH TIMBALIER 053 #A009	ST053A0900	G04000	177154041500
SOUTH TIMBALIER 053 #A010	ST053A1001	G04000	177154043501
SOUTH TIMBALIER 053 #A011	ST053A1100	G04000	177154042400
SOUTH TIMBALIER 053 #A012	ST053A1201	G04000	177154042301
SOUTH TIMBALIER 053 #A013	ST053A1300	G04000	177154044000
SOUTH TIMBALIER 053 #A014	ST053A1400	G04000	177154042900
SOUTH TIMBALIER 053 #A015	ST053A1501	G04000	177154076901
SOUTH TIMBALIER 053 #A016	ST053A1601	G04000	177154043601
SOUTH TIMBALIER 053 #A017	ST053A1701	G04000	177154061101
SOUTH TIMBALIER 053 #A018	ST053A1801	G04000	177154061201
SOUTH TIMBALIER 053 #A019	ST053A1900	G04000	177154077200
SOUTH TIMBALIER 053 #A020	ST053A2001	G04000	177154077101
SOUTH TIMBALIER 053 #A021	ST053A2100	G04000	177154111000
SOUTH TIMBALIER 053 #C001	ST053C0100	G04000	177154067200
SOUTH TIMBALIER 053 #C002	ST053C0200	G04000	177154107300
SOUTH TIMBALIER 053 #I001	ST053I0100	G04000	177154031200
SOUTH TIMBALIER 067 #006	ST06700602	00020	177154078404
SOUTH TIMBALIER 148 #A001	ST148A0100	G01960	177154009400
SOUTH TIMBALIER 148 #A002	ST148A0200	G01960	177154013200
SOUTH TIMBALIER 148 #A003	ST148A0300	G01960	177154015800
SOUTH TIMBALIER 148 #A004	ST148A04	G01960	177154039700
SOUTH TIMBALIER 148 #A005	ST148A05	G01960	177154041100
SOUTH TIMBALIER 148 #A006	ST148A0600	G01960	177154074603
SOUTH TIMBALIER 148 #A007	ST148A0700	G01960	1771540890

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SOUTH TIMBALIER 148 #A008	ST148A0801	G01960	177154090501
SOUTH TIMBALIER 148 #A009	ST148A0903	G01960	177154095103
SOUTH TIMBALIER 205 #B001 ST1	ST205B0101	G05612	177154059001
SOUTH TIMBALIER 205 #B002A ST1	ST205B02A1	G05612	177154062901
SOUTH TIMBALIER 205 #B004 ST1	ST205B0401	G05612	177154081601
SOUTH TIMBALIER 205 #B005A	ST205B05A0	G05612	177154103300
SOUTH TIMBALIER 205 #G001 ST1	ST205G0101	G05612	177154106701
SOUTH TIMBALIER 205 #G003 ST1	ST205G0301	G05612	177154115301
SOUTH TIMBALIER 206 #A001 ST1	ST206A0101	G05613	177154057801
SOUTH TIMBALIER 206 #A002 ST1	ST206A0201	G05613	177154060101
SOUTH TIMBALIER 206 #A003	ST206A0300	G05613	177154061000
SOUTH TIMBALIER 206 #A004A	ST206A04A0	G05613	177154074300
SOUTH TIMBALIER 206 #A006	ST206A0600	G05613	177154075100
SOUTH TIMBALIER 206 #A007	ST206A0700	G05613	177154075200
SOUTH TIMBALIER 206 #A008	ST206A0800	G05613	177154075300
SOUTH TIMBALIER 206 #A009	ST206A0900	G05613	177154075400
SOUTH TIMBALIER 206 #A010ST2BP	ST206A1002	G05613	177154075702
SOUTH TIMBALIER 206 #B003 ST1	ST206B0301	G05613	177154074001
SOUTH TIMBALIER 206 #B006	ST206B0600	G05613	177154103000
SOUTH TIMBALIER 276 #A010 ST1	ST276A1001	G07780	177164013301
SOUTH TIMBALIER 276 #A019	ST276A1900	G07780	177164014500
SOUTH TIMBALIER 276 #A029	ST276A2900	G07780	177164022300
SOUTH TIMBALIER 290 #A025	-	G16454	608104014901
SOUTH TIMBALIER 291 #A023	ST291A2300	G16455	608104014700
SOUTH TIMBALIER 295 #A001	ST295A0102	G05646	177164010302
SOUTH TIMBALIER 295 #A002	ST295A0200	G05646	177164005500
SOUTH TIMBALIER 295 #A003	ST295A0300	G05646	177164010400
SOUTH TIMBALIER 295 #A004	ST295A0400	G05646	177164011300
SOUTH TIMBALIER 295 #A005	ST295A0500	G05646	177164011600
SOUTH TIMBALIER 295 #A006	ST295A0600	G05646	177164011800
SOUTH TIMBALIER 295 #A007	ST295A0700	G05646	177164012000
SOUTH TIMBALIER 295 #A008	ST295A0800	G05646	177164012200
SOUTH TIMBALIER 295 #A009	ST295A0900	G05646	177164012300
SOUTH TIMBALIER 295 #A011	ST295A1100	G05646	177164012700
SOUTH TIMBALIER 295 #A012	ST295A1200	G05646	177164012400
SOUTH TIMBALIER 295 #A013 ST1	ST295A1301	G05646	177164012901
SOUTH TIMBALIER 295 #A014	ST295A1400	G05646	177164013400
SOUTH TIMBALIER 295 #A015	ST295A1500	G05646	177164013700
SOUTH TIMBALIER 295 #A016 ST1	ST295A1601	G05646	177164013901
SOUTH TIMBALIER 295 #A017	ST295A1700	G05646	177164014000
SOUTH TIMBALIER 295 #A018	ST295A1800	G05646	177164014400
SOUTH TIMBALIER 295 #A020	ST295A2000	G05646	177164014700
SOUTH TIMBALIER 295 #A021 ST2	ST295A2102	G05646	177164014902
SOUTH TIMBALIER 295 #A022 ST3	ST295A2203	G05646	177164017703
SOUTH TIMBALIER 295 #A023	ST295A2300	G05646	177164018000
SOUTH TIMBALIER 295 #A024	ST295A2400	G05646	177164018300

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH TIMBALIER 295 #A025D	ST295A25D0	G05646	177164018100
SOUTH TIMBALIER 295 #A026	ST295A2600	G05646	177164018400
SOUTH TIMBALIER 295 #A027	ST295A2700	G05646	177164018500
SOUTH TIMBALIER 295 #A030	ST295A3000	G05646	177164022600
SOUTH TIMBALIER 295 #A031	ST295A3100	G05646	177164026100
SOUTH TIMBALIER 295 #A032	ST295A3200	G05646	177164027800
SOUTH TIMBALIER 295 #B001	ST295B0100	G05646	177164028900
SOUTH TIMBALIER 295 #B002 ST1	ST295B0201	G05646	177164029301
SOUTH TIMBALIER 295 #B003	ST295B0302	G05646	177164029202
SOUTH TIMBALIER 295 #B004 ST1	ST295B0401	G05646	177164029101
SOUTH TIMBALIER 295 #B005	ST295B0500	G05646	177164030000
SOUTH TIMBALIER 295 #B006 ST3	ST295B0603	G05646	177164030403
SOUTH TIMBALIER 296 #001	ST29600100	G12981	177164020900
SOUTH TIMBALIER 296 #A028	ST296A2800	G12981	177164021700
SOUTH TIMBALIER 311 # A 1	ST311A01	G31418	177164035500
SOUTH TIMBALIER 311 # A-4	ST311A04	G31418	177164036400
SOUTH TIMBALIER 316 #A001	ST316A0100	G22762	177164028600
SOUTH TIMBALIER 316 #A002	ST316A0200	G22762	177164028800
SOUTH TIMBALIER 316 #A006	ST316A0602	G22762	177164035302
SOUTH TIMBALIER 320 #A002	ST320A02	G24990	177164036200
SOUTH TIMBALIER 320 #A003	ST320A03	G24990	177164036300
SOUTH TIMBALIER 320 #A005 ST	ST320A05	G24990	608104010401
TEAST CAMERON 278 #C010	EC278C1001	G00974	177044110001
VERMILION 261 #A001	VR261A0100	G03328	177064029000
VERMILION 261 #A002	VR261A0200	G03328	177064033000
VERMILION 261 #A004	VR261A0402	G03328	177064032902
VERMILION 261 #A005	VR261A0500	G03328	177064034600
VERMILION 261 #A007	VR261A0700	G03328	177064035400
VERMILION 261 #A008	VR261A0800	G03328	177064084900
VERMILION 262 #A006	VR262A06	G34257	177064035201
VERMILION 265 #A001 ST	VR265A0101	G01955	177064003101
VERMILION 265 #A002 ST1	VR265A0201	G01955	177064004701
VERMILION 265 #A003 ST1	VR265A0301	G01955	177064003201
VERMILION 265 #A006	VR265A0600	G01955	177064005300
VERMILION 265 #A007 ST1	VR265A0701	G01955	177064005501
VERMILION 265 #A010	VR265A1000	G01955	177064006200
VERMILION 265 #A014ST1	VR265A1401	G01955	177064029101
VERMILION 265 #A016ST1	VR265A1601	G01955	177064029301
VERMILION 265 #A017ST1	VR265A1701	G01955	177064033201
VERMILION 265 #A021	VR265A2100	G01955	177064057100
VERMILION 265 #A025	VR265A2500	G01955	177064057400
VERMILION 265 #A027ST1	VR265A2701	G01955	177064058101
VERMILION 271 #I003	VR271I0300	G04800	177064098100
VERMILION 326 #A001	VR326A0100	G21096	177064085000
VERMILION 369 #A014	VR369A1400	G02274	177064073400
VERMILION 369 #D001	VR369D01	G02274	177064087000

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VERMILION 380 #009	VR38000900	G02580	177064080100
VERMILION 380 #A001 ST1	VR380A0101	G02580	177064044301
VERMILION 380 #A003 ST1	VR380A0301	G02580	177064044901
VERMILION 380 #A005	VR380A0500	G02580	177064046300
VERMILION 380 #A006 ST2	VR380A0602	G02580	177064046402
VERMILION 380 #A008 ST1	VR380A0801	G02580	177064046901
VERMILION 380 #A010	VR380A1000	G02580	177064047600
VERMILION 380 #A011	VR380A1100	G02580	177064048000
VERMILION 380 #A012	VR380A1200	G02580	177064048700
VERMILION 380 #A015 ST4	VR380A1504	G02580	177064049004
VERMILION 380 #A016 ST2	VR380A1602	G02580	177064084702
VERMILION 380 #A020 ST1	VR380A2001	G02580	177064095601
VERMILION 381 #A017	VR381A1700	G16314	177064085500
VERMILION 381 #A018 ST2	VR381A1802	G16314	177064085702
VERMILION 381 #A021 ST1	VR381A2101	G16314	177064095801
VIOUCA KNOLL 693 #001	VK69300100	G07898	608164015700
VIOUCA KNOLL 693 #002	VK69300200	G07898	608164016000
VIOUCA KNOLL 694 #001	VK69400100	G13055	608164016600
VIOUCA KNOLL 694 #002	VK69400200	G13055	608164016700
VIOUCA KNOLL 694 #003 ST1	VK69400301	G13055	608164036701
VIOUCA KNOLL 694 #004	VK69400400	G13055	608164039700
VIOUCA KNOLL 694 #A009	VK694A0900	G13055	177244073300
VIOUCA KNOLL 824 #004	VK82400402	G15436	608164032902
WEST CAMERON 033 #001	WC03300100	G15050	177004105100
WEST CAMERON 033 #001 SL16473	SL16473010	16473	177002024400
WEST CAMERON 033 #002 SL16473	SL16473020	16473	177002024500
WEST CAMERON 033 #N001 (EC2)	WC033N0100	G15050	177004124000
WEST CAMERON 033 #N002 (EC2)	WC033N0200	G15050	177004124600
WEST CAMERON 033 #N003 (EC2)	WC033N0300	G15050	177004125400
WEST CAMERON 033 #N004 (EC2)	WC033N0400	G15050	177004125500
WEST CAMERON 033 #O001	WC033O0100	G15050	177004126500
WEST CAMERON 033 #O002	WC033O0200	G15050	177004126600
WEST CAMERON 033 #O003	WC033O0300	G15050	177004126800
WEST CAMERON 033 #O004	WC033O0400	G15050	177004126900
WEST CAMERON 035 #A014	WC035A1400	G02819	177004017000
WEST CAMERON 035 #B005	WC035B0500	G02819	177004018600
WEST CAMERON 035 #B013	WC035B1300	G02819	177004024300
WEST CAMERON 035 #C003	WC035C0300	G02819	177004037600
WEST CAMERON 035 #C004	WC035C0401	G02819	177004038701
WEST CAMERON 035 #D005	WC035D0500	G01860	177004039101
WEST CAMERON 065 #008	WC06500801	G02825	177004103701
WEST CAMERON 065 #009	WC06500900	G02825	177004105500
WEST CAMERON 065 #B018	WC065B1800	G02825	177004098900
WEST CAMERON 065 #B019	WC065B1901	G02825	177004099501
WEST CAMERON 065 #B020 ST2	WC065B2001	G02825	177004099701
WEST CAMERON 065 #E007	WC065E0700	G02825	177004129600

Asset Name	FWE Acct. Code	Lease Number	API
WEST CAMERON 065 #JA001	WC065JA100	G02825	177004023300
WEST CAMERON 065 #JA002	WC065JA200	G02825	177004024600
WEST CAMERON 065 #JA003	WC065JA300	G02825	177004040400
WEST CAMERON 065 #JA004	WC065JA400	G02825	177004041500
WEST CAMERON 065 #JA005	WC065JA500	G02825	177004075400
WEST CAMERON 066 #A001	WC066A0100	G01860	177004011300
WEST CAMERON 066 #A002	WC066A0200	G01860	177004011800
WEST CAMERON 066 #A003	WC066A0300	G01860	177004012400
WEST CAMERON 066 #A004	WC066A0400	G01860	177004012600
WEST CAMERON 066 #A005	WC066A0500	G01860	177004012800
WEST CAMERON 066 #A006	WC066A0600	G01860	177004013200
WEST CAMERON 066 #A007 (WC35)	WC035A0700	G01860	177004013500
WEST CAMERON 066 #A008	WC066A0800	G01860	177004014100
WEST CAMERON 066 #A009	WC066A0900	G01860	177004014500
WEST CAMERON 066 #A010	WC066A1000	G01860	177004014700
WEST CAMERON 066 #A011	WC066A1100	G01860	177004014900
WEST CAMERON 066 #A012 (WC35)	WC035A1200	G01860	177004015700
WEST CAMERON 066 #A015	WC066A1500	G01860	177004096100
WEST CAMERON 066 #A016	WC066A1601	G01860	177004096601
WEST CAMERON 066 #A017	WC066A1700	G02826	177004100600
WEST CAMERON 066 #B002	WC066B0200	G02826	177004017600
WEST CAMERON 066 #B003	WC066B0300	G02826	177004017800
WEST CAMERON 066 #B004	WC066B0400	G02826	177004018300
WEST CAMERON 066 #B006	WC066B0600	G02826	177004019100
WEST CAMERON 066 #B007	WC066B0700	G02826	177004019600
WEST CAMERON 066 #B008D	WC066B08D0	G02826	177004020400
WEST CAMERON 066 #B009	WC066B0900	G02826	177004020801
WEST CAMERON 066 #B010	WC066B1000	G02826	177004021400
WEST CAMERON 066 #B012	WC066B1200	G02826	177004023000
WEST CAMERON 066 #B014	WC066B1401	G02826	177004022001
WEST CAMERON 066 #B015	WC066B1500	G02826	177004087600
WEST CAMERON 066 #B016	WC066B1601	G02826	177004097101
WEST CAMERON 066 #B017	WC066B1700	G02826	177004098700
WEST CAMERON 066 #C001	WC066C0102	G01860	177004010502
WEST CAMERON 066 #C002 ST3	WC066C0203	G01860	177004036603
WEST CAMERON 066 #C005 ST2	WC066C0502	G01860	177004098302
WEST CAMERON 066 #D007	WC066D0702	G01860	177004042902
WEST CAMERON 066 #E001	WC066E0100	G02826	177004034700
WEST CAMERON 066 #E002	WC066E0200	G02826	177004043400
WEST CAMERON 066 #E003	WC066E0300	G02826	177004047900
WEST CAMERON 066 #E004	WC066E0400	G02826	177004051500
WEST CAMERON 066 #E006	WC066E0600	G02826	177004087900
WEST CAMERON 071 #018	WC07101800	00244	177004029400
WEST CAMERON 071 #023	WC07102300	00244	177004040500
WEST CAMERON 071 #026	WC07102600	00244	177004067600
WEST CAMERON 071 #027	WC07102700	00244	177004069700

Asset Name	FWE Acct. Code	Lease Number	API
WEST CAMERON 071 #028	WC07102800	00244	177004071000
WEST CAMERON 071 #031	WC07103100	00244	177004118900
WEST CAMERON 071 #D001	WC071D0100	00244	177002000100
WEST CAMERON 071 #D003	WC071D0300	00244	177002004800
WEST CAMERON 071 #D005	WC071D0501	00244	177002004101
WEST CAMERON 071 #D006	WC071D0600	00244	177002006900
WEST CAMERON 071 #D009	WC071D0900	00244	177002008000
WEST CAMERON 071 #F001	WC071F0100	00244	177004102400
WEST CAMERON 071 #F002	WC071F0200	00244	177004102600
WEST CAMERON 072 #001	WC07200100	G23735	177004114900
WEST CAMERON 072 #002	WC07200200	G23735	177004119400
WEST CAMERON 072 #003	WC07200301	G23735	177004125001
WEST CAMERON 102 #002	WC10200200	00247	177002009300
WEST CAMERON 102 #005	WC10200500	00247	177004006800
WEST CAMERON 102 #007	WC10200700	00247	177004008600
WEST CAMERON 102 #008	WC10200800	00247	177004009400
WEST CAMERON 102 #022	WC10202200	00247	177004064300
WEST CAMERON 102 #024	WC10202400	00247	177004062500
WEST CAMERON 102 #H001	WC102H0100	00247	177004103400
WEST CAMERON 102 #H002	WC102H0202	00247	177004104402
WEST CAMERON 110 #006	WC11000600	00081	177002002700
WEST CAMERON 110 #007	WC11000700	00081	177002003000
WEST CAMERON 110 #010 ST1	WC11001001	00081	177004025001
WEST CAMERON 110 #011	WC11001100	00081	177004083400
WEST CAMERON 110 #012 ST2	WC11001202	00081	177004086302
WEST CAMERON 110 #014 ST2	WC11001402	00081	177004090002
WEST CAMERON 110 #015 ST1	WC11001501	00081	177004106501
WEST CAMERON 110 #018 ST2	WC11001802	00081	177004127002
WEST CAMERON 110 #019 ST1	WC11001901	00081	177004127801
WEST CAMERON 110 #05A	WC1105AD64	00081	177002002200
WEST CAMERON 110 #A001	WC110A0100	00081	177000013100
WEST CAMERON 110 #A002C	WC110A02C0	00081	177000013200
WEST CAMERON 110 #A003	WC110A0300	00081	177000013300
WEST CAMERON 110 #A004	WC110A0400	00081	177000013400
WEST CAMERON 110 #A005	WC110A0500	00081	177000038900
WEST CAMERON 110 #A006	WC110A0600	00081	177002004000
WEST CAMERON 110 #C001	WC110C0100	00081	177004112500
WEST CAMERON 110 #F001	WC110F0100	00081	177004107300
WEST CAMERON 110 #F002	WC110F0200	00081	177004119300
WEST CAMERON 290 #002	WC29002	G04818	177014018400
WEST CAMERON 290 #A001	WC290A0100	G04818	177014020700
WEST CAMERON 290 #A002	WC290A0200	G04818	177014024200
WEST CAMERON 290 #A003	WC290A0300	G04818	177014029100
WEST CAMERON 295 #A001	WC295A0101	G24730	177014037501
WEST CAMERON 295 #A002	WC295A0201	G24730	177014039001
WEST CAMERON 67 #D1	WC067D0100	G03256	177004031600

Asset Name	FWE Acct. Code	Lease Number	API
WEST CAMERON 67 #D10	-	G03256	177004098501
WEST CAMERON 67 #D6	-	G03256	177004040700
WEST CAMERON 67 #D9	WC067D0900	G03256	177004078600
WEST DELTA 053 #001	WD05300100	17935	170752037400
WEST DELTA 068 #U001	WD068U0100	00180	177190136200
WEST DELTA 068 #U004	WD068U0400	00180	177192007000
WEST DELTA 068 #U005 ST2	WD068U0502	00180	177192007502
WEST DELTA 068 #U006	WD068U0600	00180	177192008600
WEST DELTA 068 #U009	WD068U0900	00180	177192011401
WEST DELTA 068 #U011	WD068U11	00180	177192013603
WEST DELTA 068 #U013 ST2	WD068U1302	00180	177194065102
WEST DELTA 068 #U014	WD068U1400	00180	177194065300
WEST DELTA 069 #D007 ST2	WD069D0702	00181	177190063802
WEST DELTA 070 #D001D	WD070D0100	00182	177190063300
WEST DELTA 070 #D005	WD070D0500	00182	177190063600
WEST DELTA 070 #D008	WD070D0800	00182	177190063900
WEST DELTA 070 #D009	WD070D0900	00182	177190064000
WEST DELTA 070 #D010	WD070D1000	00182	177190066700
WEST DELTA 070 #D011	WD070D1100	00182	177194036800
WEST DELTA 070 #D012	WD070D1200	00182	177194037200
WEST DELTA 070 #D013	WD070D1300	00182	177194057000
WEST DELTA 070 #D014	WD070D1400	00182	177194057200
WEST DELTA 070 #E001 ST1	WD070E0101	00182	177190108201
WEST DELTA 070 #E002	WD070E0200	00182	177190067800
WEST DELTA 070 #E003	WD070E0300	00182	177190066500
WEST DELTA 070 #FF001	WD070FF100	00182	177194084200
WEST DELTA 070 #FF002	WD070FF200	00182	177194084300
WEST DELTA 070 #FF003	WD070FF300	00182	177194084400
WEST DELTA 070 #I003 ST1	WD070I0301	00182	177190091301
WEST DELTA 070 #I004	WD070I0400	00182	177190091500
WEST DELTA 070 #I005 ST1	WD070I0501	00182	177190095001
WEST DELTA 070 #I006 ST	WD070I0601	00182	177190095101
WEST DELTA 070 #I008 ST1	WD070I0801	00182	177190102101
WEST DELTA 070 #I010 ST1	WD070I1001	00182	177190105701
WEST DELTA 070 #I012 STBP2	WD070I1202	00182	177194010702
WEST DELTA 070 #I013	WD070I1300	00182	177194038400
WEST DELTA 070 #I014	WD070I1400	00182	177194061100
WEST DELTA 070 #I015	WD070I1500	00182	177194061300
WEST DELTA 070 #I016 ST	WD070I1601	00182	177194064201
WEST DELTA 070 #I017	WD070I1700	00182	177194064600
WEST DELTA 070 #L003	WD070L0300	00182	177190113800
WEST DELTA 070 #L004	WD070L0400	00182	177190115100
WEST DELTA 070 #L005	WD070L0500	00182	177190115500
WEST DELTA 070 #L006	WD070L0600	00182	177190115000
WEST DELTA 070 #L010	WD070L1000	00182	177190119500
WEST DELTA 070 #L011	WD070L1100	00182	177190121400

Asset Name	FWE Acct. Code	Lease Number	API
WEST DELTA 071 #E006	WD071E0600	00838	177190073200
WEST DELTA 071 #E007 ST1	WD071E0701	00838	177190095601
WEST DELTA 071 #E009 ST1	WD071E0901	00838	177190091701
WEST DELTA 071 #E010	WD071E1000	00838	177190095700
WEST DELTA 071 #O001 ST2	WD071O0102	00838	177190118502
WEST DELTA 071 #O003	WD071O0300	00838	177190121500
WEST DELTA 071 #O004 ST1	WD071O0401	00838	177190124301
WEST DELTA 071 #O005	WD071O0501	00838	177190125001
WEST DELTA 071 #O006	WD071O0601	00838	177190127101
WEST DELTA 071 #O007	WD071O0702	00838	177190129602
WEST DELTA 071 #O009	WD071O0900	00838	177190133600
WEST DELTA 071 #O010	WD071O1000	00838	177194002500
WEST DELTA 071 #O013	WD071O1303	00838	177192001102
WEST DELTA 075 #A004B	WD075A04B0	G01085	177190074300
WEST DELTA 075 #A010D	WD075A10D0	G01085	177190082700
WEST DELTA 075 #A015	WD075A1500	G01085	177194030300
WEST DELTA 075 #B002	WD075B0201	G01085	177190131301
WEST DELTA 075 #B009	WD075B0900	G01085	177190136800
WEST DELTA 075 #B017 ST	WD075B1701	G01085	177194019501
WEST DELTA 075 #B024	WD075B2400	G01085	177194045700
WEST DELTA 075 #B026 ST	WD075B2601	G01085	177194046601
WEST DELTA 075 #F002 ST2	WD075F0200	G01085	177194042800
WEST DELTA 075 #G002	WD075G0200	G01085	177194056600
WEST DELTA 090 #A001	WD090A0100	G01089	177190061600
WEST DELTA 090 #A005	WD090A0500	G01089	177190128700
WEST DELTA 090 #A009D	WD090A09D0	G01089	177190077300
WEST DELTA 090 #B004 ST1	WD090B0401	G01089	177190132101
WEST DELTA 090 #B011 ST	WD090B1101	G01089	177192000801
WEST DELTA 090 #B018	WD090B1800	G01089	177194040400
WEST DELTA 090 #B020	WD090B2001	G01089	177190135901
WEST DELTA 090 #B021	WD090B2100	G01089	177194041500
WEST DELTA 090 #B027	WD090B2700	G01089	177194046700
WEST DELTA 090 #F004	WD090F0400	G01089	177194057700
WEST DELTA 090 #F005 ST2	WD090F0502	G01089	177194057902
WEST DELTA 090 #F006	WD090F0600	G01089	177194058601
WEST DELTA 094 #V001	WD094V0100	00839	177192005700
WEST DELTA 094 #V002	WD094V0200	00839	177192011600
WEST DELTA 094 #V003	WD094V0300	00839	177192014900
WEST DELTA 094 #V004	WD094V0400	00839	177192015500
WEST DELTA 094 #V014	WD094V1400	00839	177194039000
WEST DELTA 094 #V015	WD094V1500	00839	177194064000
WEST DELTA 094 #V016	WD094V1602	00839	177194063902
WEST DELTA 095 #S005 ST1BP1	WD095S0502	G01497	177190126202
WEST DELTA 095 #S006	WD095S0600	G01497	177190135400
WEST DELTA 095 #S008	WD095S0800	G01497	177190127700
WEST DELTA 095 #S010 ST1	WD095S1001	G01497	177192000101

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WEST DELTA 095 #S012 ST	WD095S1201	G01497	177192002301
WEST DELTA 095 #X001 ST	WD095X0101	G01497	177194002901
WEST DELTA 095 #X003	WD095X0300	G01497	177194003200
WEST DELTA 095 #X007 ST1	WD095X0701	G01497	177194003701
WEST DELTA 095 #X010 ST2	WD095X1001	G01497	177194055301
WEST DELTA 095 #X011	WD095X1100	G01497	177194055700
WEST DELTA 095 #X012D	WD095X12D0	G01497	177194055900
WEST DELTA 096 #S002 ST1BP1	WD096S0202	G01498	177190123402
WEST DELTA 096 #S007 ST1	WD096S0701	G01498	177190132901
WEST DELTA 096 #X004 ST1	WD096X0401	G01498	177194003301
WEST DELTA 096 #X006 ST2	WD096X0602	G01498	177194003502
WEST DELTA 096 #X009	WD096X0900	G01498	177194004000
WEST DELTA 103 #F001 ST1	WD103F0101	G12360	177194054801
WEST DELTA 103 #F002	WD103F0200	G12360	177194055100
WEST DELTA 103 #F003	WD103F0300	G12360	177194058200
WEST DELTA 103 #F007	WD103F0700	00840	177194083800
WEST DELTA 104 #D005	WD104D0500	00841	177190116200
WEST DELTA 104 #D009	WD104D0900	00841	177190118400
WEST DELTA 104 #D010 ST	WD104D1001	00841	177190119801
WEST DELTA 104 #D011	WD104D1100	00841	177190119900
WEST DELTA 104 #D012	WD104D1200	00841	177190120500
WEST DELTA 104 #D013	WD104D1300	00841	177194068900
WEST DELTA 104 #D014	WD104D1400	00841	177194083900
WEST DELTA 104 #E004	WD104E0401	00841	177194040901
WEST DELTA 104 #E009	WD104E0901	00841	177194041601
WEST DELTA 104 #E010	WD104E1002	00841	177194040702
WEST DELTA 104 #E015	WD104E1504	00841	177194042504
WEST DELTA 104 #E020	WD104E2001	00841	177194064901
WEST DELTA 105 #D003	WD105D0300	00842	177190114300
WEST DELTA 105 #E001 ST3	WD105E0103	00842	177194039803
WEST DELTA 105 #E002 ST1	WD105E0201	00842	177194039901
WEST DELTA 105 #E003	WD105E0301	00842	177194040001
WEST DELTA 105 #E005A	WD105E05A0	00842	177194040500
WEST DELTA 105 #E006	WD105E0600	00842	177194041000
WEST DELTA 105 #E007	WD105E0700	00842	177194040600
WEST DELTA 105 #E008 ST1	WD105E0801	00842	177194041101
WEST DELTA 105 #E011	WD105E1101	00842	177194041401
WEST DELTA 105 #E012	WD105E1200	00842	177194041800
WEST DELTA 105 #E013 ST1	WD105E1301	00842	177194042001
WEST DELTA 105 #E014	WD105E1400	00842	177194043200

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
BRAZOS 491 P/F-4	BA4914CAS	G06069	BA491	100.0%
BRAZOS 491 P/F-5	BA4915CAS	G06069	BA491	100.0%
BRAZOS 491 P/F-A	BA491AWP	G06069	BA491	100.0%
BRAZOS A-105 P/F-A	BAA105PFA	G01757	BAA105	12.5%
BRAZOS A-105 P/F-B	BAA105PFB	G01757	BAA105	12.5%
BRAZOS A-133 P/F-A	BAA133APLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-B	BAA133BPLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-C-AUX	BAA133CAUX	G02665	BAA133	25.0%
BRAZOS A-133 P/F-D	BAA133DPLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-E	BAA133EPLT	G02665	BAA133	25.0%
CHANDELEUR 043 P/F-A	CA43APLT	G32268	CA043	50.00%
EAST CAMERON 002 P/F-1 SL16475	SL164751PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-1 SL18121	SL181211PT	18121	EC002	50.0000%
EAST CAMERON 002 P/F-1/1D16473	SL164731PT	16473	EC002	89.0625%
EAST CAMERON 002 P/F-2 SL16475	SL164752PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-2/2D16473	SL164732PT	16473	EC002	89.0625%
EAST CAMERON 002 P/F-3/3D16475	SL164753PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-4/4D16475	SL164754PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-5 SL16475	SL164755PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-B (SL)	EC2BSL	16475	EC002	89.0625%
EAST CAMERON 002 P/F-C SL16475	EC2CPLT	16475	EC002	89.0625%
EAST CAMERON 014 P/F-12	EC1412CAS	G01440	EC014	100.0000%
EAST CAMERON 014 P/F-13	EC1413CAS	G01440	EC014	100.0000%
EAST CAMERON 014 P/F-B	EC014PFB	G13572	EC014	100.0000%
EAST CAMERON 014 P/F-CF	EC14CFPLT	G01440	EC014	100.0000%
EAST CAMERON 014 P/F-CF-2	EC14CF2PLT	G01440	EC014	100.0000%
EAST CAMERON 265 P/F-D	EC265DPLT	G00972	EC265	50.0000%
EAST CAMERON 278 P/F-B	EC278BPLT	G00974	EC278	50.0000%
EAST CAMERON 278 P/F-C	EC278CPLT	G00974	EC278	50.0000%
EAST CAMERON 338 P/F-A	EC338PFA	G02063	EC338	15.6694%
EUGENE IS 053 P/F-10	EI5310CAS	00479	EI053	100.0000%
EUGENE IS 053 P/F-12	EI5312CAS	00479	EI053	100.0000%
EUGENE IS 053 P/F-8	EI538CAS	00479	EI053	66.6667%
EUGENE IS 053 P/F-9	EI539PLT	00479	EI053	66.6667%
EUGENE IS 053 P/F-B	EI53BPLT	00479	EI053	66.6667%
EUGENE IS 053 P/F-C	EI53CPLT	00479	EI053	83.3334%
EUGENE IS 053 P/F-D	EI53DCAS	00479	EI053	100.0000%
EUGENE IS 053 P/F-G	EI53GCAS	00479	EI053	66.6667%
EUGENE IS 089 P/F-23	EI089PF23	00044	EI089	75.0000%
EUGENE IS 119 P/F-13	EI11913CAS	00050	EI119	100.0000%
EUGENE IS 119 P/F-30	EI11930WP	00049	EI119	100.0000%
EUGENE IS 119 P/F-33	EI11933CAS	00049	EI119	100.0000%
EUGENE IS 119 P/F-33-AUX	EI11933AUX	00049	EI119	100.0000%
EUGENE IS 119 P/F-34	EI11934CAS	00049	EI119	100.0000%
EUGENE IS 119 P/F-35	EI11935CAS	00049	EI119	100.0000%
EUGENE IS 119 P/F-37	EI11937CAS	00049	EI119	50.0000%
EUGENE IS 119 P/F-37 H	EI11937HCA	00049	EI119	50.0000%

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EUGENE IS 119 P/F-F	EI119FPLT	00049	EI119	100.0000%
EUGENE IS 119 P/F-I	EI119IPLT	00049	EI119	100.0000%
EUGENE IS 119 P/F-I-8	EI119I8CAS	00050	EI119	100.0000%
EUGENE IS 119 P/F-K	EI119KPLT	00049	EI119	100.0000%
EUGENE IS 119 P/F-M-4	EI119M4WP	00049	EI119	100.0000%
EUGENE IS 119 P/F-M-7	EI119M7CAS	00049	EI119	100.0000%
EUGENE IS 120 P/F-11	EI12011CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-12	EI12012CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-14	EI12014CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-15	EI12015CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-17	EI12017CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-19	EI12019CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-20	EI12020CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-9	EI1209CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-CF-QTRS	EI120CFQTR	00050	EI120	100.0000%
EUGENE IS 120 P/F-CMP1	EI120CMP1	00050	EI120	100.0000%
EUGENE IS 120 P/F-CMP2	EI120CMP2	00050	EI120	100.0000%
EUGENE IS 120 P/F-FIRE STA	EI120FIRE	00050	EI120	100.0000%
EUGENE IS 120 P/F-PROD	EI120PRD	00050	EI120	100.0000%
EUGENE IS 120 P/F-SC	EI120SCPLT	00050	EI120	100.0000%
EUGENE IS 125 P/F-2	EI1252CAS	00051	EI125	100.0000%
EUGENE IS 125 P/F-A	EI125APLT	00051	EI125	100.0000%
EUGENE IS 125 P/F-R	EI125RPLT	00051	EI125	100.0000%
EUGENE IS 126 P/F-12	EI12612CAS	00052	EI126	100.0000%
EUGENE IS 126 P/F-31	EI12631CAS	00052	EI126	100.0000%
EUGENE IS 136 P/F-1	EI1361CAS	G03152	EI136	100.0000%
EUGENE IS 136 P/F-JA	EI136JAPLT	G03152	EI136	100.0000%
EUGENE IS 158 P/F-14	EI15814CAS	G01220	EI158	100.0000%
EUGENE IS 158 P/F-B	EI158BPLT	G01220	EI158	100.0000%
EUGENE IS 158 P/F-C	EI158CPLT	G01220	EI158	100.0000%
EUGENE IS 158 P/F-C-QRT	EI158CQTR	G01220	EI158	100.0000%
EUGENE IS 158 P/F-JB	EI158JBPLT	G01220	EI158	100.0000%
EUGENE IS 173 P/F-G	EI173GPLT	G13622	EI173	100.0000%
EUGENE IS 175 P/F-C-PROD	EI175CPRD	438	EI175	75.0000%
EUGENE IS 175 P/F-D	EI175DPLT	438	EI175	75.0000%
EUGENE IS 175 P/F-F	EI175FPLT	438	EI175	75.0000%
EUGENE IS 175 P/F-H	EI175HCAS	438	EI175	75.0000%
EUGENE IS 175 P/F-I	EI175ICAS	438	EI175	75.0000%
EUGENE IS 175 P/F-J	EI175JPLT	438	EI175	75.0000%
EUGENE IS 187 P/F-2	EI187PF2	G10736	EI187	100.0000%
EUGENE IS 187 P/F-JC	EI187JCPLT	G10736	EI187	100.0000%
EUGENE IS 187 P/F-JD	EI187JDPLT	G10736	EI187	100.0000%
EUGENE IS 188 P/F-A	EI188APLT	00443	EI188	100.0000%
EUGENE IS 188 P/F-JE	EI188JEPLT	G10736	EI188	100.0000%
EUGENE IS 188 P/F-P-VALVE	EI188PVALV	00443	EI188	100.0000%
EUGENE IS 189 P/F-B	EI189BPLT	423	EI189	100.0000%
EUGENE IS 189 P/F-JG	EI189JGPLT	423	EI189	100.0000%

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EUGENE IS 212 P/F-A	EI212APLT	G05503	EI212	66.6667%
EUGENE IS 224 P/F-A	EI224APLT	G05504	EI224	100.0000%
EUGENE IS 224 P/F-C	EI224CPLT	G05504	EI224	100.0000%
EUGENE IS 296 P/F-B	EI296PFB	G01687M	EI 296	85.5270%
EUGENE IS 307 P/F-A	EI307PFA	G02110	EI307	0.0000%
EUGENE IS 307 P/F-B	EI307PFB	G02110	EI307	0.0000%
EUGENE IS 312 P/F-D	EI312PFD	G22679	EI312	0.0000%
EUGENE IS 315 P/F-A	EI315APLT	G24912	EI315	75.2917%
EUGENE IS 315 P/F-C	EI315PFC	G24912	EI315	25.0000%
EUGENE IS 316 P/F-A	EI316APLT	G05040	EI316	100.0000%
EUGENE IS 330 P/F A C S	EI330ACSPF	G02115	EI330	27.0000%
EUGENE IS 330 P/F-B	EI330BPLT	G02115	EI330	65.0249%
EUGENE IS 330 P/F-D	EI330DPLT	G02115	EI330	70.0249%
EUGENE IS 333 P/F-B	EI333BPLT	G02317	EI333	100.0000%
EUGENE IS 334 P/F-D	EI334DPLT	G15263	EI334	100.0000%
EUGENE IS 337 P/F-A	EI337APLT	G03332	EI337	100.0000%
EUGENE IS 342 P/F-C	EI342CPLT	G02319	EI342	67.4286%
EUGENE IS 346 P/F-A	EI346APLT	G14482	EI346	100.0000%
EUGENE IS 353 P/F-D	EI353PFD	G02324	EI353	3.7850%
EUGENE IS 354 P/F-D	EI354DPLT	G10752	EI354	100.0000%
EUGENE IS 360 P/F-C	EI360PFC	G02324	EI360	3.2730%
EUGENE IS 360 P/F-E	EI360PFE	G02324	EI360	4.3730%
EUGENE IS 361 P/F-A	EI361PFA	G02324	EI361	6.7568%
EWING BANK 826 P/F-A	EW826APLT	G05800	EW826	100.0000%
GALVESTON 210 P/F-1	GA2101CAS	G25524	GA210	66.6700%
GALVESTON 210 P/F-2	GA2102CAS	G25524	GA210	66.6700%
GALVESTON 210 P/F-B	GA210BPLT	G25524	GA210	66.6700%
GRAND ISLE 039 P/F-Q	GI39QPLT	00127	GI039	75.0000%
GRAND ISLE 040 P/F-G	GI40GPLT	00128	GI040	75.0000%
GRAND ISLE 040 P/F-M	GI40MPLT	00128	GI040	75.0000%
GRAND ISLE 041 P/F-B	GI41BPLT	00129	GI041	75.0000%
GRAND ISLE 041 P/F-D	GI041PFD	00129	GI041	75.0000%
GRAND ISLE 041 P/F-E	GI41EPLT	00130	GI041	75.0000%
GRAND ISLE 041 P/F-H	GI41HPLT	00130	GI041	75.0000%
GRAND ISLE 041 P/F-I	GI411CAS	00132	GI041	75.0000%
GRAND ISLE 042 P/F-C	GI42CPLT	00131	GI042	75.0000%
GRAND ISLE 042 P/F-F	GI42FPLT	00131	GI042	75.0000%
GRAND ISLE 043 P/F-AC-CMP	GI043PFAC	00175	GI043	75.0000%
GRAND ISLE 043 P/F-AP-QRT	GI43APPLT	00175	GI043	75.0000%
GRAND ISLE 043 P/F-AQ-QRT	GI43AQPLT	00175	GI043	75.0000%
GRAND ISLE 043 P/F-AR-RSR	GI43ARPLT	00175	GI043	75.0000%
GRAND ISLE 043 P/F-AS-SEP	GI43ASPLT	00175	GI043	75.0000%
GRAND ISLE 047 P/F-A	GI47APLT	00133	GI047	75.0000%
GRAND ISLE 047 P/F-AP	GI47APPLT	00133	GI047	75.0000%
GRAND ISLE 047 P/F-AQ-QTRS	GI47AQPLT	00133	GI047	75.0000%
GRAND ISLE 047 P/F-AX (BRACE)	GI47AXPLT	00133	GI047	75.0000%
GRAND ISLE 047 P/F-L	GI47LPLT	00133	GI047	75.0000%

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
GRAND ISLE 047 P/F-O	GI47OPLT	00133	GI047	75.0000%
GRAND ISLE 048 P/F-E	GI48EPLT	00134	GI048	75.0000%
GRAND ISLE 048 P/F-J	GI48JPLT	00134	GI048	75.0000%
GRAND ISLE 048 P/F-P	GI48PPLT	00134	GI048	75.0000%
GRAND ISLE 054 P/F-A	GI54APLT	G27173	GI054	50.0000%
GRAND ISLE 076 P/F-A	GI076PFA	G02161	GI076	95.8333%
GRAND ISLE 116 P/F-A	GI116APLT	G13944	GI116	50.0000%
HIGH ISLAND 110 P/F-A	HI110PFA	G02353	HI110	20.0000%
HIGH ISLAND 110 P/F-B	HI110PFB	G02353	HI110	20.0000%
HIGH ISLAND 120 P/F-A-PROCESS	HI120APROC	G01848	HI120	34.33%
HIGH ISLAND 129 P/F-1	HI1291CAS	G01848	HI129	0.0000%
HIGH ISLAND 129 P/F-16	HI12916CAS	G01848	HI129	0.0000%
HIGH ISLAND 129 P/F-17	HI12917CAS	G01848	HI129	90.0000%
HIGH ISLAND 129 P/F-18	HI129PF18	G01848	HI129	27.0000%
HIGH ISLAND 129 P/F-5/6	HI1295PLT	G01848	HI129	90.0000%
HIGH ISLAND 129 P/F-CPF	HI129CPF	G01848	HI129	0.0000%
HIGH ISLAND 179 P/F-A	HI179APLT	G03236	HI179	69.0750%
HIGH ISLAND 206 P/F-B	HI206BPLT	G20660	HI206	100.0000%
HIGH ISLAND A-341 P/F-B	HIA341BPLT	G25605	HIA341	60.0000%
HIGH ISLAND A-376 P/F-A	HIA376APLT	G02754	HIA376	48.8298%
HIGH ISLAND A-376 P/F-B	HIA376BPLT	G02754	HIA376	48.8298%
HIGH ISLAND A-376 P/F-C	HIA376CPLT	G02754	HIA376	48.8298%
HIGH ISLAND A-382 P/F-F	HIA382FPLT	G02757	HIA382	72.4106%
HIGH ISLAND A-474 P/F-A	HIA474PFA	G02366	HIA474	10.0000%
HIGH ISLAND A-489 P/F-B	HIA489PFB	G02372	HIA489	8.5000%
HIGH ISLAND A-545 P/F-JA	HIA545JAPT	G17199	HIA545	60.0000%
HIGH ISLAND A-573 P/F-A	HIA573APLT	G02393	HIA573	72.4102%
HIGH ISLAND A-573 P/F-B	HIA573BPLT	G02393	HIA573	72.4102%
HIGH ISLAND A-582 P/F-C	HIA582PFC	G02719	HIA582	18.0975%
HIGH ISLAND A-582 P/F-D	HIA582PFD	G02719	HIA582	36.5786%
HIGH ISLAND A-595 P/F-CF	HIA595CFPT	G02721	HIA595	72.4102%
HIGH ISLAND A-595 P/F-D	HIA595DPLT	G02721	HIA595	72.4102%
HIGH ISLAND A-596 P/F-E	HIA596EPLT	G02722	HIA596	72.4102%
MAIN PASS 077 P/F-A	MP077PFA	G04481	MP077	26.1683%
MAIN PASS 140 P/F-A	MP140APLT	G02193	MP140	65.0000%
MAIN PASS 140 P/F-B	MP140BPLT	G02193	MP140	65.0000%
MAIN PASS 153 P/F-B	MP153BPLT	G01967	MP153	50.0000%
MAIN PASS 153 P/F-C	MP153CPLT	G01967	MP153	50.0000%
MAIN PASS 259 P/F-A	MP259APLT	G07827	MP259	56.9016%
MAIN PASS 275 P/F-A	MP275APLT	G15395	MP275	100.0000%
MAIN PASS 289 P/F-B	MP289BPLT	G01666	MP289	100.0000%
MAIN PASS 289 P/F-C	MP289CPLT	G01666	MP289	100.0000%
MAIN PASS 296 P/F-B	MP296BPLT	G01673	MP296	55.0343%
MAIN PASS 296 P/F-C	MP296CPLT	G01673	MP296	50.4846%
MAIN PASS 301 P/F-A	MP301PFA	G04486	MP301	22.7793%
MAIN PASS 301 P/F-B	MP301PFB	G04486	MP301	22.7793%
MAIN PASS 308 P/F-A	MP308APLT	G32265	MP308	100.0000%

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MAIN PASS 310 P/F-A	MP310APLT	G04126	MP310	100.0000%
MAIN PASS 310 P/F-JA	MP310JAPT	G04126	MP310	100.0000%
MAIN PASS 311 P/F-A	MP311APLT	G02213	MP311	50.0000%
MAIN PASS 311 P/F-B	MP311BPLT	G02213	MP311	50.0000%
MATAGORDA IS 622 P/F-C	MI622CPLT	G05000	MI622	81.0000%
MATAGORDA IS 622 P/F-C-COMPRES	MI622CCMP	G05000	MI622	81.0000%
MATAGORDA IS 622 P/F-C-PRD	MI622CPRD	G05000	MI622	81.0000%
MATAGORDA IS 622 P/F-C-QRT	MI622CQTR	G05000	MI622	81.0000%
MATAGORDA IS 622 P/F-D	MI622DPLT	G05000	MI622	81.0000%
MATAGORDA IS 623 P/F-B-DRIL	MI623BPLT	G03088	MI623	81.0000%
MATAGORDA IS 623 P/F-B-PRD	MI623BPRD	G03088	MI623	81.0000%
MATAGORDA IS 623 P/F-H	MI623HPLT	G03088	MI623	100.0000%
MATAGORDA IS 635 P/F-F	MI635FPLT	G06043	MI635	81.0000%
MATAGORDA IS 635 P/F-G	MI635GPLT	G05000	MI635	81.0000%
MISSISSIPPI CANYON 311 P/F-A	MC311APLT	G02968	MC311	100.0000%
MOBILE 821 P/F-A-QRT	MO821AQTR	G05058	MO821	100.0000%
MOBILE 826 P/F-D	MO826DPLT	G26176	MO826	75.0000%
NORTH PADRE IS 969 P/F-JA	PN969PFJA	G05953	PN969	1.2500%
NORTH PADRE IS 975 P/F-A	PN975PFA	G05953	PN969	1.2500%
SHIP SHOAL 030 #011 CAS P/F	SS030PF11	00333	SS030	28.9474%
SHIP SHOAL 030 #013 CAS P/F	SS030PF13	00333	SS030	28.9474%
SHIP SHOAL 030 P/F-14	SS030PF14	00333	SS030	28.9474%
SHIP SHOAL 031 P/F-10	SS031PF10	00334	SS031	28.9474%
SHIP SHOAL 031 P/F-A	SS031PFA	00333	SS031	28.9474%
SHIP SHOAL 032 P/F-18	SS032PF18	00335	SS032	28.9474%
SHIP SHOAL 032 P/F-20	SS032PF20	00335	SS032	28.9474%
SHIP SHOAL 032 P/F-24	SS032PF24	00335	SS032	28.9474%
SHIP SHOAL 032 P/F-E-1	SS032PFE	00335	SS032	28.9474%
SHIP SHOAL 033 #005 CAS P/F	SS033PF05	00336	SS033	28.9474%
SHIP SHOAL 033 P/F-C-1	SS033PFC1	00336	SS033	28.9474%
SHIP SHOAL 033 P/F-C-2	SS033PFC2	00336	SS033	28.9474%
SHIP SHOAL 033 P/F-C-3(PROD)	SS033PFC3	00336	SS033	28.9474%
SHIP SHOAL 068 P/F-05	SS685CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-10	SS6810CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-2	SS682CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-4	SS684CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-9	SS689CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-F	SS68FPLT	G02925	SS068	100.0000%
SHIP SHOAL 091 P/F-A	SS91APLT	G02919	SS091	100.0000%
SHIP SHOAL 091 P/F-B	SS91BPLT	G02919	SS091	100.0000%
SHIP SHOAL 105 P/F-A	SS105APLT	G09614	SS105	100.0000%
SHIP SHOAL 105 P/F-B	SS105BPLT	G09614	SS105	100.0000%
SHIP SHOAL 126 P/F-B	SS126BPLT	G12940	SS126	100.0000%
SHIP SHOAL 129 P/F-A	SS129APLT	G12941	SS129	100.0000%
SHIP SHOAL 129 P/F-A-AUX	SS129AAUX	G12941	SS129	100.0000%
SHIP SHOAL 129 P/F-B	SS129BPLT	G12941	SS129	100.0000%
SHIP SHOAL 129 P/F-L	SS129LCAS	G12941	SS129	100.0000%

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SHIP SHOAL 144 PF 1	-	G30275	SS 144	15.5400%
SHIP SHOAL 169 P/F-BB	SS169PFBB	00820	SS169	66.6667%
SHIP SHOAL 169 P/F-C	SS169PFC	00820	SS169	66.6667%
SHIP SHOAL 169 P/F-G	SS169PFG	00820	SS169	66.6667%
SHIP SHOAL 176 P/F-1	SS1761PLT	G33646	SS176	57.1429%
SHIP SHOAL 178 P/F-A	SS178APLT	G05551	SS178	100.0000%
SHIP SHOAL 182 P/F-A	SS182APLT	G03998	SS182	100.0000%
SHIP SHOAL 182 P/F-A-AUX	SS182AAUX	G03998	SS182	100.0000%
SHIP SHOAL 182 P/F-B	SS182BPLT	G03998	SS182	100.0000%
SHIP SHOAL 182 P/F-C	SS182CPLT	G03998	SS182	100.0000%
SHIP SHOAL 189 P/F-A	SS189APLT	G04232	SS189	99.0000%
SHIP SHOAL 189 P/F-C	SS189PFC	G04232	SS189	24.7396%
SHIP SHOAL 190 P/F-B	SS190BPLT	G10775	SS190	100.0000%
SHIP SHOAL 193 P/F-A	SS193APLT	G13917	SS193	100.0000%
SHIP SHOAL 193 P/F-A-PROD	SS193APRD	G13917	SS193	100.0000%
SHIP SHOAL 193 P/F-M	SS193MPLT	G13917	SS193	100.0000%
SHIP SHOAL 194 P/F-A	SS194APLT	G15288	SS194	100.0000%
SHIP SHOAL 198 P/F-G	SS198PFG	00593	SS198	50.0000%
SHIP SHOAL 198 P/F-G-QTRS	SS198PFGQR	00593	SS198	50.0000%
SHIP SHOAL 198 P/F-K	SS198PFK	00593	SS198	50.0000%
SHIP SHOAL 204 P/F-A	SS204APLT	G01520	SS204	55.2000%
SHIP SHOAL 204 P/F-A-GEN	SS204AGEN	G01520	SS204	55.2000%
SHIP SHOAL 204 P/F-A-PROD	SS204APRD	G01520	SS204	55.2000%
SHIP SHOAL 206 P/F-E	SS206EPLT	G01522	SS206	60.0000%
SHIP SHOAL 207 P/F-A-CMP	SS207ACOMP	G01523	SS207	52.4000%
SHIP SHOAL 207 P/F-A-DRILL	SS207ADRL	G01523	SS207	52.4000%
SHIP SHOAL 207 P/F-A-MANTIS	SS207PFAMA	G01523	SS207	52.4000%
SHIP SHOAL 207 P/F-A-PROD	SS207APRD	G01523	SS207	52.4000%
SHIP SHOAL 207 P/F-D	SS207DPLT	G01523	SS207	52.8000%
SHIP SHOAL 207 P/F-DWPF	SS207PFDWP	G01523	SS207	0.0000%
SHIP SHOAL 216 P/F-C	SS216CPLT	G01524	SS216	70.0000%
SHIP SHOAL 259 P/F-JA	SS259JAPLT	G05044	SS259	93.7130%
SHIP SHOAL 274 P/F-A	SS274APLT	G01039	SS274	100.0000%
SHIP SHOAL 274 P/F-C	SS274CPLT	G01039	SS274	100.0000%
SHIP SHOAL 291 P/F-A	SS291PFA	G02923	SS291	0.0000%
SHIP SHOAL 354 P/F-A	SS354APLT	G15312	SS354	100.0000%
SOUTH MARSH IS 010 P/F-4	SM010PF4	G01181	SM010	100.0000%
SOUTH MARSH IS 010 P/F-A	SM10APLT	G01181	SM010	100.0000%
SOUTH MARSH IS 011 P/F-34	SM011PF34	G01182	SM011	100.0000%
SOUTH MARSH IS 011 P/F-58	SM011PF58	G01182	SM011	100.0000%
SOUTH MARSH IS 018 P/F-A	SM018PFA	G08680	SM018	100.0000%
SOUTH MARSH IS 048 P/F-E	SM048PFE	786	SM048	100.0000%
SOUTH MARSH IS 066 P/F-C	SM66CPLT	G01198	SM058	50.0000%
SOUTH MARSH IS 066 P/F-D	SM66DPLT	G01198	SM066	50.0000%
SOUTH MARSH IS 076 P/F-F	SM76FPLT	G01208	SM076	100.0000%
SOUTH MARSH IS 093 P/F-A	SM093PFA	G21618	SM093	12.5000%
SOUTH MARSH IS 105 P/F-A	SM105APLT	G17938	SM105	100.0000%

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SOUTH MARSH IS 106 P/F-A-NORTH	SM106ANPLT	G03776	SM106	100.0000%
SOUTH MARSH IS 106 P/F-JUNCTIO	SM106JCT	G02279	SM106	100.0000%
SOUTH MARSH IS 128 P/F-A	SM128APLT	G02587	SM128	84.0133%
SOUTH MARSH IS 128 P/F-B	SM128BPLT	G02587	SM128	84.0133%
SOUTH MARSH IS 128 P/F-C	SM128CPLT	G02587	SM128	84.0133%
SOUTH MARSH IS 128 P/F-SA-2	SM128SADPT	G02587	SM128	84.0133%
SOUTH MARSH IS 132 P/F-B	SM132BPLT	G02282	SM132	50.0000%
SOUTH MARSH IS 137 P/F-A	SM137APLT	G02589	SM137	50.0000%
SOUTH MARSH IS 149 P/F-C	SM149CPLT	G02592	SM149	50.0000%
SOUTH MARSH IS 149 P/F-D	SM149DPLT	G02592	SM149	100.0000%
SOUTH MARSH IS 239 156 CAIS	SM239PF156	00310	SM240	16.0000%
SOUTH MARSH IS 239 191 CAIS	SM239PF191	00310	SM240	16.0000%
SOUTH MARSH IS 240 1 CAIS	SM240PF1	310	SM240	16.0000%
SOUTH MARSH IS 240 153 CAIS	SM240PF153	310	SM240	16.0000%
SOUTH MARSH IS 240 192 CAIS	SM240PF192	310	SM240	16.0000%
SOUTH MARSH IS 240 196 CAIS	SM240PF196	310	SM240	16.0000%
SOUTH MARSH IS 240 2 CAIS	SM240PF2	310	SM240	16.0000%
SOUTH MARSH IS 240 E DOLPHIN	SM240PF0E	310	SM240	16.0000%
SOUTH MARSH IS 240 P/F-E-PRD	SM240PFE	310	SM240	16.0000%
SOUTH MARSH IS 241 CAS 149 P/F	SM241PF149	310	SM241	16.0000%
SOUTH MARSH IS 241 CAS 200 P/F	SM241PF200	00310	SM241	16.0000%
SOUTH MARSH IS 241 CAS 302 P/F	SM241PF302	00310	SM241	16.0000%
SOUTH MARSH IS 268 P/F-A-DRL	SM268APLT	G02310	SM268	69.4185%
SOUTH MARSH IS 268 P/F-A-PRD	SM268APRD	G02310	SM268	69.4185%
SOUTH MARSH IS 268 P/F-D	SM268DPLT	G02310	SM268	69.4185%
SOUTH MARSH IS 269 P/F-B	SM269BPLT	G02311	SM269	72.8000%
SOUTH MARSH IS 269 P/F-F	SM269FCAS	G02311	SM269	87.7000%
SOUTH MARSH IS 280 P/F-G	SM280GPLT	G14456	SM280	50.0000%
SOUTH MARSH IS 280 P/F-H	SM280HPLT	G14456	SM280	50.0000%
SOUTH MARSH IS 280 P/F-I	SM280IPLT	G02600	SM280	58.4000%
SOUTH MARSH IS 281 P/F-C	SM281PFC	G02600	SM281	68.1000%
SOUTH MARSH IS 281 P/F-E	SM281EPLT	G02600	SM281	68.1000%
SOUTH PASS 062 P/F-A	SP62APLT	G01294	SP062	100.0000%
SOUTH PASS 062 P/F-B	SP62BPLT	G01294	SP062	100.0000%
SOUTH PASS 062 P/F-C	SP062PFC	G01294	SP062	100.0000%
SOUTH PASS 062 P/F-D	SP062PFD	G01294	SP062	100.0000%
SOUTH PASS 065 P/F-A	SP65APLT	G01610	SP065	50.0000%
SOUTH PASS 070 P/F-C	SP070PFC	G01614	SP070	100.0000%
SOUTH PASS 070 P/F-D	SP070PFD	G01614	SP070	100.0000%
SOUTH PASS 075 P/F-A	SP75APLT	G05051	SP075	100.0000%
SOUTH PASS 087 P/F-D	SP87DPLT	G07799	SP087	86.1125%
SOUTH PASS 089 P/F-B	SP89BPLT	G01618	SP089	50.0000%
SOUTH PELTO 001 P/F-A	PL001PFA	G04234	PL001	100.0000%
SOUTH PELTO 009 P/F-10	PL009PF10	G02924	PL009	50.0000%
SOUTH PELTO 009 P/F-5	PL009PF05	G02924	PL009	100.0000%
SOUTH PELTO 009 P/F-6	PL009PF06	G02924	PL009	100.0000%
SOUTH PELTO 009 P/F-7	PL009PF07	G02924	PL009	100.0000%

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SOUTH PELTO 010 #2 (2924)CAIS	PL0102CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-10	PL1010CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-10-8	PL10108CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-11	PL1011CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-12	PL1012WP	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-14	PL1014CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-16	PL1016CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-17	PL1017CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-19	PL1019CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-20	PL1020CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-22	PL1022CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-23	PL1023CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-26	PL1026CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-2A	PL102ACAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-3A	PL103ACAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-4	PL104WP	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-7	PL107CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-9-1-A	PL1091ACAS	G02925	PL010	50.0000%
SOUTH PELTO 010 P/F-A	PL10APLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-B	PL10BPLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-B25	PL10B25CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-B-AUX	PL10BAUXPT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-C	PL10CPLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-D	PL10DPLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-E	PL10EPLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-LQ	PL10LQPLT	G02925	PL010	100.0000%
SOUTH PELTO 011 P/F-17	PL1117CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-19	PL1119CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-22	PL1122CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-25	PL1125CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-F	PL11FPLT	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-F-3	PL11F3CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-G	PL11GCAS	00071	PL011	100.0000%
SOUTH PELTO 025 JA PF	PL025PFJA	G14535	PL025	100.0000%
SOUTH PELTO 025 JB PF	PL025PFJB	G14535	PL025	100.0000%
SOUTH TIMBALIER 049 P/F-A	ST49APLT	G24956	ST049	100.0000%
SOUTH TIMBALIER 053 P/F-4	ST053PF4	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-6	ST053PF6	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-A	ST053PFA	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-A-AUX	ST053PFAAX	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-C (5)	ST053PFC5	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-I	ST053PFI	G04000	ST053	50.0000%
SOUTH TIMBALIER 068 P/F-1	ST681CAS	00020	ST068	79.6666%
SOUTH TIMBALIER 148 P/F-A	ST148PFA	G01960	ST148	15.5500%
SOUTH TIMBALIER 161 P/F-C	ST161PFC	G01248	ST161	100.0000%
SOUTH TIMBALIER 203 P/F-B	ST203PFB	G01269	ST203	40.0000%
SOUTH TIMBALIER 205 P/F-B	ST205BPLT	G05612	ST205	50.0000%

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SOUTH TIMBALIER 205 P/F-G	ST205GPLT	G05612	ST205	100.0000%
SOUTH TIMBALIER 206 P/F-A	ST206APLT	G05612	ST206	50.0000%
SOUTH TIMBALIER 291 P/F-A	ST291APLT	G16455	ST291	35.0000%
SOUTH TIMBALIER 295 P/F-A	ST295APLT	G05646	ST295	92.9167%
SOUTH TIMBALIER 295 P/F-B	ST295BPLT	G05646	ST295	92.9167%
SOUTH TIMBALIER 311 P/F-A	ST311APLT	G31418	ST311	22.5000%
SOUTH TIMBALIER 316 P/F-A	ST316PFA	G22762	ST316	20.0000%
VERMILION 261 P/F-A	VR261APLT	G03328	VR261	75.0000%
VERMILION 261 P/F-A-AUX	VR261AAUX	G03328	VR261	75.0000%
VERMILION 265 P/F-A-DRL	VR265ADRL	G01955	VR265	100.0000%
VERMILION 265 P/F-A-PRD	VR265APRD	G01955	VR265	100.0000%
VERMILION 326 P/F-A	VR326APLT	G21096	VR326	70.3148%
VERMILION 369 P/F-A	VR369PFA	G02274	VR369	10.9700%
VERMILION 369 P/F-D	VR369PFD	G02274	VR369	23.1707%
VERMILION 380 P/F-A	VR380APLT	G02580	VR380	100.0000%
VERMILION 408 P/F-A	VR408PF	G15212	VR408	50.0000%
VIOUCA KNOLL 203 P/F-A	VK203PFA	G07890	VK203	33.3333%
VIOUCA KNOLL 203 P/F-B	VK203PFB	G07890	VK203	33.3333%
VIOUCA KNOLL 204 P/F-3	VK204PF3	G04921	VK204	33.3333%
VIOUCA KNOLL 204 P/F-C	VK204PFC	G04921	VK204	33.3333%
VIOUCA KNOLL 780 P/F-A	VK780APLT	G15436	VK780	100.0000%
WEST CAMERON 033 P/F-1	WC033PF1	G15050	WC033	100.0000%
WEST CAMERON 033 P/F-N	WC033PFN	G15050	WC033	100.0000%
WEST CAMERON 033 P/F-O	WC033PFO	G15050	WC033	100.0000%
WEST CAMERON 065 P/F-8	WC065CAIS8	G02825	WC065	100.0000%
WEST CAMERON 065 P/F-9	WC065CAIS9	G02825	WC065	100.0000%
WEST CAMERON 065 P/F-JA	WC65JAPLT	G02825	WC065	100.0000%
WEST CAMERON 065 P/F-JA-AUX	WC65JAAUX	G02825	WC065	100.0000%
WEST CAMERON 066 P/F-A	WC66APLT	G01860	WC066	91.0585%
WEST CAMERON 066 P/F-B	WC066PFB	G02826	WC066	82.9104%
WEST CAMERON 066 P/F-C	WC066PFC	G01860	WC066	75.0000%
WEST CAMERON 066 P/F-E	WC066PFE	G02826	WC066	75.0000%
WEST CAMERON 066 P/F-F(FMR31)	WC066PFF31	00244	WC066	100.0000%
WEST CAMERON 071 P/F-28	WC071PF28	00244	WC071	100.0000%
WEST CAMERON 071 P/F-D	WC071PFD	00244	WC071	100.0000%
WEST CAMERON 071 P/F-D-AUX	WC071PFDAX	00244	WC071	100.0000%
WEST CAMERON 071 P/F-F (FMR18)	WC71FPLT	00244	WC071	100.0000%
WEST CAMERON 071 P/F-QTR	WC71QTR	00244	WC071	100.0000%
WEST CAMERON 072 P/F-1	WC072PF1	G23735	WC072	25.0000%
WEST CAMERON 072 P/F-2	WC072PF2	G23735	WC072	25.0000%
WEST CAMERON 072 P/F-3	WC072PF3	G23735	WC072	25.0000%
WEST CAMERON 102 P/F-2	WC102PF2	00247	WC102	100.0000%
WEST CAMERON 102 P/F-G	WC102GPLT	00247	WC102	100.0000%
WEST CAMERON 102 P/F-G-AUX	WC102GAUX	00247	WC102	100.0000%
WEST CAMERON 102 P/F-H	WC102HPLT	00247	WC102	100.0000%
WEST CAMERON 110 P/F-10	WC11010CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-11	WC11011CAS	00081	WC110	100.0000%

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
WEST CAMERON 110 P/F-12	WC11012CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-15	WC11015CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-18	WC11018CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-19	WC11019CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-A	WC110APLT	00081	WC110	100.0000%
WEST CAMERON 110 P/F-A-AUX1	WC110AAUX1	00081	WC110	100.0000%
WEST CAMERON 110 P/F-E	WC110EPLT	00081	WC110	100.0000%
WEST CAMERON 110 P/F-H	WC110HPLT	00081	WC110	100.0000%
WEST CAMERON 111 P/F-C	WC111CCAS	00081	WC111	100.0000%
WEST CAMERON 111 P/F-F	WC111FCAS	00081	WC111	100.0000%
WEST CAMERON 144 P/F-B	WC144BPLT	G01953	WC144	100.0000%
WEST CAMERON 225 P/F-C	WC225PFC	G00900	WC225	26.6675%
WEST CAMERON 289 P/F-A-PROCESS	WC289APROC	G04818	WC289	100.0000%
WEST CAMERON 290 P/F-A	WC290PFA	G04818	WC290	10.3759%
WEST CAMERON 295 P/F-A	WC295ACAS	G24730	WC295	20.60%
WEST DELTA 068 P/F-U	WD68UPLT	00180	WD068	75.0000%
WEST DELTA 070 P/F-D	WD070PFD	00182	WD070	75.0000%
WEST DELTA 070 P/F-FF	WD070PFFF	00182	WD070	75.0000%
WEST DELTA 070 P/F-I	WD070PFI	00182	WD070	75.0000%
WEST DELTA 070 P/F-L	WD070PFL	00182	WD070	75.0000%
WEST DELTA 071 P/F-E	WD71EPLT	00838	WD071	75.0000%
WEST DELTA 071 P/F-O	WD071OPLT	00838	WD071	75.0000%
WEST DELTA 075 P/F-D	WD075PFD	G01085	WD075	100.0000%
WEST DELTA 075 P/F-F	WD075PFF	G01085	WD075	100.0000%
WEST DELTA 075 P/F-G	WD075PFG	G01085	WD075	100.0000%
WEST DELTA 090 P/F-A	WD090PFA	G01089	WD090	100.0000%
WEST DELTA 090 P/F-B	WD090PFB	G01089	WD090	100.0000%
WEST DELTA 090 P/F-E	WD090PFE	G01089	WD090	100.0000%

Name	State	County/Parish	Ownership %
Blue Water Gas Plant	Louisiana		0.1000%
Galveston 300/301 Facility	Texas	Galveston	100.0000%
Gibbstown Separation Station	Louisiana	Cameron	100.0000%
Grand Bay Receiving Station	Louisiana	Plaquemines	65.0000%
Grand Chenier Separation Facility	Louisiana	Cameron	5.4%
Grand Chenier Tank Battery	Louisiana	Cameron	100.0000%
Grand Isle Fuel Line (supply line for municipality)	Louisiana	Jefferson	100.0000%
Grand Isle Tank Bat	Louisiana	Jefferson	75.0000%
Johnson Bayou Onshore Separation Facility	Louisiana	Cameron	24.31% of Co-Owned Equipment
Johnson Bayou Onshore Separation Facility	Louisiana	Cameron	54.875% of Producers' Equipment
MI 519 Bay City Compressor Station	Texas	Matagorda	81.8979%
North Terrebonne Gas Processing Plant	Louisiana	Terrebonne	0.0000%
Sea Robin Condensate Separation Facility (aka "Henry Hub")	Louisiana	Vermilion	8.0000%
Sea Robin Gas Plant	Louisiana	Vermilion	23.7285%
Stingray Onshore Separation Facility (Cameron Onshore Commingling Facility)	Louisiana	Cameron	11.1300%
Targa Venice	Louisiana	Plaquemines	100.0000%
Thousand Square Mile Area (TASMA)	Louisiana	Vermilion	100.0000%
Tivoli Plant	Texas	Refugio	56.1394%
TOCA Gas Processing Plant	Louisiana	St. bernard	4.2900%
Venice Dehydration Facility (South Pass Dehydration Station)	Louisiana	Plaquemines	35.2000%
Vermilion 76 Onshore Scrubber	Louisiana	Vermilion	93.9%

SEGMENTNUMBER	COMPANYNAME	ORGAREA	ORGBLOCK	ORGNAME	RECAREA	RECBLOCK	RECNAME	SIZE	PRODUCT	STATUS	ROWNUMBER	FW Lease:
15213	Fieldwood Energy, LLC	BS	41	B	BS	42	24" SSTI	10	G/C	Partial Abandon	G25383	G21142
17938	Fieldwood Energy, LLC	CA	43	A	VK	247	24" SSTI	6	GAS	Active	G29431	G32268
3519	Fieldwood Energy, LLC	EC	14	CF	EC	9	F/S	4	COND	Out of Service	G13721	G01440
13104	Fieldwood Energy, LLC	EC	2	F/S	EC	2	6" SSTI	4	GAS	Permitted for Abandonment	G22383	G15050
17801	Fieldwood Energy, LLC	EC	14	CF	WC	69	30 SSTI	12	GAS	Permitted for Abandonment	G28556	G01440
44	Fieldwood Energy, LLC	EI	175	C	EI	176	12" SSTI	8	OIL	Out of Service	G13445	00438
1128	Fieldwood Energy, LLC	EI	330	flanged end	EI	306	14-inch SSTI	14	OIL	Active	G02139A	G02115
6818	Fieldwood Energy, LLC	EI	337	A	EI	330	B	6	GAS	Out of Service	G05932	G03332
6819	Fieldwood Energy, LLC	EI	337	A	EI	330	14 SSTI	6	OIL	Out of Service	G05931	G03332
6852	Fieldwood Energy, LLC	EI	315	A	EI	330	14 SSTI	6	OIL	Out of Service	G13447	G02112
7290	Fieldwood Energy, LLC	EI	316	A	EI	330	14 SSTI	8	OIL	Active	G07537	G05040
7347	Fieldwood Energy, LLC	EI	316	A	EI	330	8" SSTI	6	GAS	Active	G07555	G05040
7914	Fieldwood Energy, LLC	EI	212	A	SS	152	24 SSTI	6	GAS	Out of Service	G08530	G05503
7915	Fieldwood Energy, LLC	EI	212	A	EI	213	12 SSTI	6	OIL	Out of Service	G08531	G05503
7943	Fieldwood Energy, LLC	EI	342	C	EI	327	08 SSTI	4	OIL	Out of Service	G08541	G02319
9211	Fieldwood Energy, LLC	EI	53	B	EI	64	22 SSTI	6	G/C	Partial Abandon	G12373	00479
9376	Fieldwood Energy, LLC	EI	142	A	EI	141	10 SSTI	4	OIL	Out of Service	G12734	00052
11923	Fieldwood Energy, LLC	EI	53	C	EI	64	22 SSTI	10	G/C	Out of Service	G20539	00479
14073	Fieldwood Energy, LLC	EI	188	JE	EI	188	06 SSTI	4	BLKG	Out of Service	G29056	00443
14479	Fieldwood Energy, LLC	EI	158	C	EI	176	12" SSTI	6	OIL	Out of Service	G13702	G01220
15906	Fieldwood Energy, LLC	EI	173	G	EI	175	C	4	BLKO	Out of Service	G28239	G13622
16225	Fieldwood Energy, LLC	EI	354	D	EI	337	A	4	OIL	Out of Service	G28598	G10752
16226	Fieldwood Energy, LLC	EI	354	D	EI	337	A	4	GAS	Out of Service	G28599	G10752
16243	Fieldwood Energy, LLC	EI	189	B	EI	188	A	4	GAS	Out of Service	G28057	00423
18493	Fieldwood Energy, LLC	EI	342	C	EI	343	SSTI	6	GAS	Out of Service	G29108	G02319
19960	Fieldwood Energy, LLC	EI	342	C	EI	342	Blind Flange	6	OIL	Out of Service	G29471	G02319
	Fieldwood Energy, LLC	EI	187	2	EI	187	2			Active	G30283	G10736
8487	Fieldwood Energy, LLC	EW	826	A	ST	300	12 SSTI	12	OIL	Out of Service	G10110	G05800
15298	Fieldwood Energy, LLC	GA	210	B	GA	239	12 SSTI	8	G/C	Active	G26931	G25524
7866	Fieldwood Energy, LLC	GI	33	A	GI	22	L	8	GAS	Permitted for Abandonment Approved	G08514	G04002
9084	GOM Shelf, LLC	GI	43	AS	GI	19	F/S	10	OIL	Active	G12304	00175
17673	Fieldwood Energy, LLC	GI	54	#2	GI	47	L	4	BLKO	Permitted for Abandonment Approved	G28528	G27173
5470	Fieldwood Energy, LLC	HI	A356	Valve	HI	A343	HIO5	12	GAS	Out of Service	G04050	G02754
6504	Fieldwood Energy, LLC	HI	A595	D	HI	573	B	8	OIL	Out of Service	G28525	G02721
6669	Fieldwood Energy, LLC	HI	A 376	A	HI	A 356	12 SSTI	10	GAS	Out of Service	G05238	G02754
6669	Fieldwood Energy, LLC	HI	A 376	Platform A	HI	A 356	12 SSTI W/PSN 10882	10	GAS	Out of Service	G05238	G02754
10882	Fieldwood Energy, LLC	HI	A356	10SST	HI	A356	12SSTI	12	GAS	Out of Service	G04051	G02754
11841	Fieldwood Energy, LLC	HI	A 545	JA	HI	A 547	B	6	BLKG	Permitted for Abandonment	G20510	G17199
14650	Fieldwood Energy, LLC	HI	201	#1	HI	199	A	6	BLKG	Partial Abandon	G25397	G23199
15401	Fieldwood Energy, LLC	HI	A 341	B	HI	A 340	30" SSTI	812	G/C	Active	G26938	G25605
15581	Fieldwood Energy, LLC	HI	120	A	HI	128	SSTI	6	G/C	Out of Service	G26968	G24730
16077	Fieldwood Energy, LLC	HI	130	#2	HI	165	8-inch SSTI	8	BLGH	Partial Abandon	G28284	G25579
18789	Fieldwood Energy, LLC	HI	116	Platform A	HI	71	16-inch SSTI	16	G/C	PABN	G28649	G06156
9032	Fieldwood Energy, LLC	MC	311	A	MC	312	8 SSTI	8	OIL	Active	G11747	G02968
3472	Fieldwood Energy, LLC	MP	140	B	MP	56	F/S	18	BLKG	Out of Service	G13511	G02193
5917	GOM Shelf, LLC	MP	311	A	MP	313	12 SSTI	8	OIL	Out of Service	G13466	G02213
7143	Fieldwood Energy, LLC	MP	310	A	MP	297	12 SSTI	6	OIL	Out of Service	G07100	G04126
13100	Fieldwood Energy, LLC	MP	259	A	VK	739	#01	5	UMB	Out of Service	G22377	G07827
15818	Fieldwood Energy Offshore LLC	MP	77	A	MP	151	18" SSTI	8	GAS	Out of Service	G28221	G04481
5408	Fieldwood Energy, LLC	PL	10	B	PL	13	20 SSTI	8	OIL	Out of Service	G09317	G02925
16044	Fieldwood Energy, LLC	PL	9	#10	PL	10	B	6	BLKG	Out of Service	G28276	G02924
4008	Fieldwood Energy, LLC	SM	268	A	SS	28	A	12	OIL	Out of Service	G02816	G34284
4647	Fieldwood Energy, LLC	SM	149	6" SSTI	SM	132	B	6	BLKO	Out of Service	G03432	G02592
5427	Fieldwood Energy, LLC	SM	281	E	SM	268	A	12	SPLY	Out of Service	G02817	G02600
5429	Fieldwood Energy, LLC	SM	281	C	SM	281	12 SSTI	10	SPLY	Out of Service	G02817	G02600
6512	Fieldwood Energy, LLC	SM	281	C	SM	268	D	10	BLKO	Out of Service	G29131	G02600
6513	Fieldwood Energy, LLC	SM	268	D	SM	268	A	10	BLKO	Out of Service	G29132	G02310
10977	Fieldwood Energy, LLC	SM	268	A	SM	280	#03	3	BLKG	Active	G28756	G14456
11046	Fieldwood Energy, LLC	SM	11	Well No.34	SM	10	A	6	BLKG	Out of Service	G28813	G01182
11047	Fieldwood Energy, LLC	SM	10	A	SM	11	34	3	LIFT	Out of Service	G28812	G01181
11986	Fieldwood Energy, LLC	SM	39	A	SM	33	30 SSTI	8	GAS	Out of Service	G20565	G16320
11987	Fieldwood Energy, LLC	SM	39	A	SM	40	10 SSTI	6	OIL	Out of Service	G20566	G16320
13642	Fieldwood Energy, LLC	SM	280	H	SM	268	A	10	BLKG	Permitted for Abandonment	G28758	G14456
17499	Fieldwood Energy, LLC	SM	269	B	SM	268	A	10	GAS	Active	G28484	G02311
18057	Fieldwood Energy, LLC	SM	11	No.58 Caisson	SM	10	A	4	BLKG	Out of Service	G28815	G01182
18510	Fieldwood Energy, LLC	SM	10	A	SM	287	SSTI	6	GAS	Out of Service	G29113	G01181
18563	Fieldwood Energy, LLC	SM	48	E	SM	39	A	6	G/C	Out of Service	G29128	00786
18583	Fieldwood Energy, LLC	SM	10	A	SM	11	SSTI	4	OIL	Out of Service	G28814	G01181
18802	Fieldwood Energy, LLC	SM	39	A	SM	48	E	3	LIFT	Out of Service	G29182	G16320
4716	Fieldwood Energy, LLC	SP	70	C	SP	60	B	8	GAS	Active	G03436	G01614
15064	FW GOM Pipeline, Inc.	SP	70	A	SP	27	F/S Boundary	10	G/O	Active	G07561	G05051
15598	Fieldwood Energy, LLC	SP	70	C	SP	60	E	6	OIL	Out of Service	G26860	G01614
15626	Fieldwood Energy, LLC	SP	65	A	SP	62	18 SSTI	8	OIL	Out of Service	G01686A	G01610
1137	Fieldwood Energy, LLC	SS	207	A Platform	SS	204	A	4	GAS	Out of Service	G13489	G01523
1138	Fieldwood Energy, LLC	SS	204	A	SS	207	A	6	G/O	Out of Service	G13491	G01520
1147	Fieldwood Energy, LLC	SS	207	A	SS	208	F-Pump	12	OIL	Out of Service	G13492	G01523
6432	Fieldwood Energy, LLC	SS	182	A	SS	169	18 SSTI	6	OIL	Active	G09321	G03998
6538	Fieldwood Energy, LLC	SS	91	A	PL	11	08 SSTI	6	OIL	Out of Service	G05146	G02919
6748	Fieldwood Energy, LLC	SS	169	C Platform	SS	169	18-inch SSTI	6	OIL	Out of Service	G09322	00820
7650	Fieldwood Energy, LLC	SS	178	A	SS	169	18 SSTI	6	OIL	Out of Service	G08054	G05551
10406	Fieldwood Energy, LLC	SS	274	A	EI	259	A	8	OIL	Active	G14731	G01039
10780	Fieldwood Energy, LLC	SS	193	A	SS	183	18 SSTI	6	OIL	Active	G15683	G13917
10781	Fieldwood Energy, LLC	SS	193	A	SS	183	10 SSTI	6	GAS	Active	G15684	G13917
11137	Fieldwood Energy, LLC	SS	129	A	SS	122	18 SSTI	6	OIL	Out of Service	G16084	G12941
11145	Fieldwood Energy, LLC	SS	129	A	SS	149	6 SSTI	6	G/C	Out of Service	G16087	G12941
11480	Fieldwood Energy, LLC	SS	105	A	EI	165	30 SSTI	10	GAS	Out of Service	G18801	G09614
11544	Fieldwood Energy, LLC	SS	126	B	SS	105	A	6	BLKG	Out of Service	G18820	G12940
12778	Fieldwood Energy, LLC	SS	189	A	SS	185	26" SSTI	8	G/C	Out of Service	G22139	G04232
15530	Fieldwood Energy, LLC	SS	183	Flange	SS	169	Flange	10	GAS	Out of Service	G01460	G13917
16036	Fieldwood Energy, LLC	SS	190	Capped End	SS	207	A	4	BLKO	Permitted for Abandonment	G14734	G10775
18837	Fieldwood Energy, LLC	SS	176	C	EI	212	A	6	BLKG	Out of Service	G29190	G33646
20050	Fieldwood Energy, LLC	SS	168	SSTI	SS	168	SSTI	6		Proposed	G28788	00820
5890	Fieldwood Energy, LLC	ST	53	A	ST	52	A	6	OIL	Out of Service	G09319	G04000
7802	Fieldwood Energy, LLC	ST	295	A	ST	296	SS 8487	8	OIL	Active	G08385	G05646
8676	Fieldwood Energy, LLC	ST	206	A	ST	175	T-22	16	G/C	Out of Service	G11146	G05613
9313	Fieldwood Energy, LLC	ST	295	A	ST	295	24 SSTI	8	GAS	Active	G12709	G05646
13462	Fieldwood Energy, LLC	ST	205	G	ST	206	A	8	BLKG	Out of Service	G028821	G05612
13462	Fieldwood Energy, LLC	ST	205	G	ST	206	A	8	BLKG	Out of Service	G29451	G05612
17265	Fieldwood Energy, LLC	ST	68	Caisson No. 1	ST	53	A	6	BLKO	Out of Service	G28385	G04000
17898	Fieldwood Energy, LLC	ST	49	Platform A	ST	35	6-inch SSTI	4	OIL	Out of Service	G28577	G24956
19776	Fieldwood Energy, LLC	ST	295	24" SSTI	ST	292	A	24	GAS	Active	G29376	G05646
13098	Fieldwood Energy, LLC	VK	694	#04	MP	259	A	4	BLKG	Out of Service	G22376	G13055
13099	Fieldwood Energy, LLC	VK	739	SS #3	MP	259	A	4	BLKG	Out of Service	G22377	G07827
13720	Fieldwood Energy, LLC	VK	340	8" SSTI	VK	251	A	8	BLGH	Active	G28221	G04481
13720	Fieldwood Energy Offshore LLC	VK	340	8-inch SSTI	VK	251	Platform A	8	BLGH	Active	G28703	G10933
13721	Fieldwood Energy, LLC	VK	251	A	VK	340	A	3	AIR	Active	G28704	G10930
14876	Fieldwood Energy, LLC	VK	251	A	MP	154	A	4	H2O	Active	G22465	G10930
6113	Fieldwood Energy, LLC	VR	380	A	VR	397	24 SSTI	12	GAS	Out of Service	G04645	G02580
12502	Fieldwood Energy, LLC	VR	326	A Platform	VR	321	22-inch SSTI	6	G/C	Out of Service	G21523	G21096
17090	Fieldwood Energy, LLC	VR	261	A	VR	265	A	8	BLKO	Out of Service	G28347	G03328
18502	Fieldwood Energy, LLC	VR	380	A	VR	398	16" SSTI	6	OIL	Out of Service	G02919	G02580
18502	Fieldwood Energy, LLC	VR	380	Platform A	VR	398	16-inch SSTI	6	OIL	Out of Service	G29109	G02580
2698	Fieldwood Energy, LLC	WC	102	flange	WC	102	G	8	GAS	Out of Service	G021240	00247
3763	Fieldwood Energy, LLC	WC	102	#02	WC	102	08 SSTI	8	GAS	Out of Service	G021240	00247
3986	Fieldwood Energy, LLC	WC	66	A	WC	31	F/S	10	G/O	Active	G0	

Exhibit 1-D(i)

SEGMENTNUMBER	COMPANYNAME	ORGAREA	ORGBLOCK	ORGNAME	RECAREA	RECBLOCK	RECNAME	SIZE	PRODUCT	STATUS	ROWNUMBER	FW Lease:
5343	Fieldwood Energy, LLC	WC	34	D	WC	35	10 SSTI	8	G/O	Out of Service	G28659	G01860
8621	Bandon Oil and Gas, LP	WC	290	A	WC	289	A	6	BLKG	Out of Service	G10532	G04818
9504	Fieldwood Energy, LLC	WC	71	12 SSTI	WC	71	12 SSTI	12	GAS	Out of Service	G04346	00244
14251	Fieldwood Energy Offshore LLC	WC	72	#1	WC	65	JA	4	BLKG	Out of Service	G25275	G23735
15210	Fieldwood Energy, LLC	WC	295	2	HI	120	A-PROCESS	6	BLKG	Out of Service	G26886	G24730
15952	Fieldwood Energy, LLC	WC	33	O	WC	34	D	4	G/O	Out of Service	G28657	G15050

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets
EI	188	JE	26052	G30268	G10736	Fieldwood Energy LLC	04/18/14	EI 187 JC001, JD001, JD002, 002 & JE002
HI	120	A-PROCESS	10450	G30270	G01848	Fieldwood Energy LLC	08/06/14	WC 295 A001 & A002
SM	132	B	21982	G30329	G02588	Fieldwood Energy LLC	05/06/19	SM 136 C007, SM 149 C001, C002 & C004
ST	206	A	23851	G30291	G05612	Fieldwood Energy LLC	12/11/15	ST 205 G001 & G003
SM	10	A	20706	G30365	G01181	Fieldwood Energy LLC		

Call Sign:

KKS457

WQFI654

WQGX432

WPSH741

KNDQ614

WPXX340

Exhibit I-F

Contract Type	Contract Date	Contract Title	Contract Description
Land	8/7/1953	UA	HI 179 Unit Agreement
Land	10/27/1954	Unit Agreement No. 14-08-001-20221	Grand Isle CATCO Unit Agreement, dated October 27, 1954, between Continental Oil Company and The Atlantic Refining Company, Tide Water Associated Oil Company and Cities Service Oil Company.; Unit No. 891002021
Land	5/1/1995	Unit Operating Agreement	Amendment to Unit Operating Agreement, dated effective May 1, 1995, by and between Conoco Inc., Vastar Resources, Inc., Texaco Exploration and Production Inc. and Oxy USA Inc.
Land	11/21/1955	Unit Agreement No. 14-08-001-2454	West Delta-Grand Isle Unit Agreement, dated November 21, 1955, between Continental Oil Company, as unit operator, and The Atlantic Refining Company, Tidewater Associated Oil Company and Cities Service Production Company, as non-operators, as amended ; Unit No. 891002454
Land	4/10/1956	Unit Agreement	Unit No. 891002891 - SS 32
Land	12/4/1958	OPERATING AGREEMENT	OPERATING AGREEMENT BY AND BETWEEN THE TEXAS COMPANY AND PAN AMERICAN PETROLEUM CORPORATION , AS AMENDED
Land	12/4/1958	Operating Agreement	Operating Agreement eff. 12/4/58
Land	7/25/1960	Operating Agreement	Operating Agreement, dated effective July 25, 1960, as amended, between Second Mobil Oil Company, Inc., Gulf Oil Corporation, and Humble Oil & Refining Company, as amended, SS 169 Field.
Land	8/3/1964	UOA	Operating Agreement eff. 8-3-64
Land	11/2/1964	UA	El 266 Unit Agreement
Land	1/12/1965	Joint Operating Agreement	Main Agreement, dated effective January 12, 1965, between Cities Service Oil Company, Skelly Oil Company, Sunray Oil Company and Tidewater Oil Company, governing operations on the contract area. The Operating Agreement contained in Exhibit "C" of the Main Agreement was superseded by the Joint Operating Agreement eff. 1/1/97
Land	1/21/1966	Unit Agreement No. 14-08-001-8784	Unit No. 891008784 - SS 271
Land	2/26/1966	Offshore Operating Agreement	Operating Agreement by and between Hardy Oil & Gas USA Inc., As Operator and British-Borneo Exploration, Inc. and Zilkha Energy Company, As Non-Operators
Land	6/10/1966	Unit Operating Agreement Ship Shoal	SS 271 Unit Operating Agreement (Unit#891008784) As Amended, originally by and between Forest Oil Corp. as Operator, and Texas Gas Exploration Corp. et al as Non-Operators
Land	2/6/1967	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN CONTINENTAL OIL COMPANY AND TENNECO OIL COMPANY ET AL, AS AMENDED
Land	1/1/1971	Joint Operating Agreement	PENNZOIL OFFSHORE GAS OPERATORS, INC., MESA PETROLEUM CO., ET AL
Land	2/1/1971	Joint Operating Agreement	Operating Agreement, dated February 1, 1971, between Tenneco Oil Company and Texaco Inc. Amendment to Operating Agreement, dated effective May 1, 1974, between Tenneco Oil Company, Texaco Inc. and Tenneco Exploration 11, Ltd., whereby Tenneco Exploration II became a party to, and ratified, the operating agreement.
Land	1/1/1972	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN SIGNAL OIL AND GAS COMPANY AND THE LOUISIANA LAND AND EXPLORATION COMPANY, ET AL
Land	3/24/1972	Unit Agreement	SP 65 G G-1 Unit Res B Unit Agreement -891012327
Land	5/18/1972	Unit Agreement	SP 65 G G-1 Unit Res A Unit Agreement -891012332
Land	5/18/1972	Unit Agreement	SP 65 G2-G3 Unit Agreement-891012333
Land	1/1/1973	Offshore Operating Agreement	Offshore Operating Agreement* (VR 369/386+) *Unit Operating Agreement supersedes JOperating Agreement 1/1/1973
Land	8/1/1973	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN MOBIL OIL CORPORATION AND UNION OIL COMPANY OF CALIFORNIA ET AL
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8-1-73
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8-1-73
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8/1/73
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8/1/73
Land	5/1/1974	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN PENNZOIL OFFSHORE GAS OPERATORS, INC. AND PENNZOIL LOUISIANA AND TEXAS OFFSHORE, INC. ET AL
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	9/3/1974	FO	Farmout Agreement by and between CNG Producing Company, Columbia Gas Development Corporation and Forest Oil Corporation
Land	12/1/1974	Joint Operating Agreement	PENNZOIL OFFSHORE GAS OPERATORS, INC. AND PENNZOIL LOUISIANA AND TEXAS OFFSHORE, INC. ET AL
Land	4/23/1975	Joint Operating Agreement	Operating Agreement eff. 4-23-75
Land	7/1/1975	Joint Operating Agreement	Operating Agreement eff. 7/1/75 by and between Mesa Petroleum as Operator and American Natural Gas Production Co, et al
Land	3/1/1976	Joint Operating Agreement	Operating Agreement eff. 3-1-76 b/b POGO, Mesa and Mobil, et al
Land	4/1/1976	Joint Operating Agreement	Operating Agreement eff. 4-1-76 as amended
Land	4/1/1977	Unit Operating Agreement	UNIT OPERATING AGREEMENT BY AND BETWEEN DEVON ENERGY PRODUCTION , APACHE CORPORATION, ET AL
Land	4/1/1977	Unit Agreement No. 14-08-001-16943	Unit Agreement, JD Sand, Reservoir A, Eugene Island Block 330 Field (Unit Number 891016943), dated effective April 1, 1977, naming Pennzoil Oil & Gas, Inc., as Operator, and Texaco Inc. and Shell Oil Company, as sub-operators
Land	12/12/1977	Unit Agreement	Unit Agreement (VR 369 Unit Area) 12/12/1977
Land	12/23/1977	Unit Operating Agreement	Unit Operating Agreement* (VR 369 Unit Area) *UOperating Agreement supersedes JOperating Agreement 12/23/1977
Land	1/1/1978	UOA	HI 179 Unit Operating Agreement
Land	5/2/1978	FO	FARMOUT AGREEMENT EFFECTIVE MAY 2, 1978, BY AND BETWEEN ENSERCH, FARMOR, AND ANADARKO, FARMEE.
Land	11/1/1978	OA	Operating Agreement eff. 11/1/78
Land	11/17/1978	FO	Farmout Agreement dated November 17, 1978 between Gulf Oil Corporation and Shell Oil Company covering the Northeast Quarter (NE/4) of that certain Oil and Gas Lease dated July 1, 1967 bearing Serial No. OCS-G 1609, South Pass Area Block 61.
Land	3/1/1979	Joint Operating Agreement	OPERATING AGREEMENT DATED MARCH 1, 1979, BY AND BETWEEN UNION OIL COMPANY OF CALIFORNIA AND MOBIL OIL EXPLORATION & PRODUCTION SOUTHEAST INC.
Land	9/15/1979	Joint Operating Agreement	OPERATING AGREEMENT EFFECTIVE SEPTEMBER 15, 1979, BY AND BETWEEN ANADARKO PRODUCTION CO, AS OPERATOR, AND PAN EASTERN EXPLORATION COMPANY, DIAMOND SHAMROCK CORPORATION, COLUMBIA GAS DEVELOPMENT CORPORATION, TEXASGULF, INC, AND SAMEDAN OIL CORPORATION, NON-OPERATORS.
Land	12/1/1979	OFFSHORE OPERATING AGREEMENT	OFFSHORE OPERATING AGREEMENT b/b SHELL OIL COMPANY and FLORIDA EXPLORATION COMPANY, ET AL
Land	4/1/1981	Unit Operating Agreement	Unit Operating Agreement; dated April 1, 1981, by and between Conoco Inc., Atlantic Richfield Company, Getty Oil Company, Cities Service Company, Placid Oil Company, Hamilton Brother Oil Company, Mobil Oil Exploration and Producing S.E., Inc., Gulf Oil Corporation, Hunt Oil Company, Highland Resources, Inc., Hunt Industries and Prosper Energy Corporation, comprising all working interest owners in the Ship Sho Operating Agreement Blocks 206, 207, OCS-G:1523 and OCS-G 1523, respectively.
Land	9/1/1981	Joint Operating Agreement	Operating Agreement 9/1/1981
Land	9/1/1981	Joint Operating Agreement	Offshore Operating Agreement 9/1/1981
Land	1/1/1982	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN SOHIO PETROLEUM COMPANY AND EXXON CORPORATION
Land	4/28/1982	Letter Agreement	Letter Agreement dated April 28, 1982 between Gulf Oil Corporation and Shell Oil Company evidencing an agreement for Gulf Oil Company to install a Drilling Platform in the Northeast Quarter (NE/4) South Pass Area Block 61.
Land	11/1/1982	UNIT AGREEMENT FOR OUTER CONTINENTAL SHELF, 'N' SERIES	UNIT AGREEMENT BY AND BETWEEN CONOCO INC. AND CITIES SERVICE COMPANY ET AL
Land	1/1/1983	ORRI	Conveyance of Overriding Royalty Interests, dated effective January 1, 1983, creating the Tel Offshore Trust, and granting an overriding royalty interest, equivalent to 25% net profits interest, in all of Tenneco Exploration, Ltd.'s oil and gas properties

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Land	7/1/1983	UOA	EI 212 Unit Operating Agreement
Land	8/4/1983	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement effective August 4, 1984 BY AND BETWEEN APACHE CORPORATION AND SHELL OFFSHORE CONTIGUOUS BLOCK TO SHELL VENTURE PROPERTY THAT MAY TRIGGER AMI RESPONSIBILITY REGARDING FUTURE PURCHASE OR BID OF TRACTS COVERING GEOLOGIC STRUCTURE COMMON TO EXISTING SHELL VENTURE PROPERTY
Land	7/1/1984	Unit Agreement	UNIT AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC. AND FLORIDA EXPLORATION
Land	7/1/1984	UOA	MP 310 Unit Operating Agreement
Land	1/1/1985	OA	Operating Agreement eff. 1/1/85
Land	6/3/1985	Consent to Assign	Consent to Assignment of Interest, dated June 3, 1985, between Tenneco Exploration, Ltd. and Texaco Inc., as Grantors of Consent, and Hufco Petroleum, as Assignor, and L. S. Holding Company, AE Investments, Inc., Colton Gulf COperating Agreementst, Inc., and Hufco 1982 Exploration Limited Partnership, as Assignees, assigning all of Hufco Petroleum's record title interest to the Assignees.
Land	5/1/1986	Assignment	Assignment, dated effective May 1, 1986, whereby Tenneco Exploration, Ltd. transferred all of its interests in Block 342, Eugene Island Area, Official Leasing Map No. 4A, to Plumb Offshore, Inc., subject to the reservation of an overriding royalty interest.
Land	7/2/1986	FARMOUT AGREEMENT	Farmout Agreement 7/2/1986
Land	10/31/1986	Assignment	Assignment of Interest, dated effective October 31, 1986, whereby Tenneco Exploration, Ltd. transferred all of its interests in Block 342, Eugene Island Area, Official Leasing Map No. 4A, to Tenneco Oil Company.
Land	11/2/1987	SIMULTANEOUS EXCHANGE AGREEMENT	EXCHANGE AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC AND CONOCO INC
Land	3/3/1988	PA	PARTICIPATION AGREEMENT EFFECTIVE MARCH 3, 1988, BY AND BETWEEN WESTPORT OIL AND GAS COMPANY, INC. AND BASIN EXPLORATION, INC.
Land	6/7/1988	UA	EI 212 Unit Agreement
Land	10/31/1988	FO	Farmout Agreement 10/31/1988
Land	1/1/1989	OPERATING AGREEMENT	WD/GI UOA - CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	GI CATCO UOA - CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL Unit No. 891002021
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	UOA	EI 266 Unit Operating Agreement
Land	1/1/1989	OA	CATCO Operating Agreement eff. 1/1/89 by and between Conoco, Richfield , Texaco, et al
Land	1/1/1989	OA	Operating Agreement 1/1/89
Land	3/10/1989	FO	Ratification of Farmout Agreement 3/10/1989
Land	5/2/1989	Letter Agreement	Letter Agreement, dated May 2, 1989, between Southern Natural Gas Company and Chevron U.S.A. Inc., concerning the "Construction, Installation, Operation and Maintenance of Measurement and Pipeline Facilities " for receipt points at various locations on the OCS, including Main Pass 77 'A' platform (as amended). Consent Sec. 10.
Land	7/1/1989	OA	Operating Agreement eff. 7/1/89
Land	12/15/1989	FO	FARMOUT AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC., ET AL. AND CNG PRODUCING
Land	7/1/1990	UA & UOA	MP 255 Unit Agreement and Unit Operating Agreement
Land	10/1/1990	Joint Operating Agreement	RATIFICATION AND AMENDMENT NUMBER 1 TO JOINT OPERATING AGREEMENT DATED OCTOBER 1, 1990, BY AND BETWEEN CONOCO INC. AND TEXAS PRODUCING INC.
Land	1/1/1991	PA	Offshore Participation Agreement, dated effective January 1, 1991, between Unocal Exploration Corporation, The Northwestern Mutual Life Insurance Company, and Hardy Oil & Gas USA Inc., BA A105.
Land	4/15/1991	OA	Operating Agreement eff. 4-15-91 b/b Conoco and Shell
Land	5/1/1991	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN TEXACO EXPLORATION AND PRODUCTION INC., MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST ET AL
Land	6/1/1991	UA	UNIT AGREEMENT, SOUTH TIMBALIER BLOCK 295 FIELD UNIT BY AND BETWEEN SHELL OFFSHORE INC. AND APACHE CORPORATION, ET AL.
Land	7/1/1983	UOA	ST 295 UOA. As amended
Land	8/15/1991	OA	HI A442 Operating Agreement C-02-0004194
Land	9/10/1991	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN ATLANTIC RICHFIELD COMPANY AND EXXON CORPORATION
Land	10/1/1991	FO	FO and Operating Agreement dated 10/1/91 between Torch Energy Advisors Inc et al and Hall-Houston Oil Company
Land	4/1/1992	Unit Agreement	Unit Agreement for Outer Continental Shelf Exploration, Development and Production Operations on the South Pass Block 60 Unit (Blocks 6.17, 59, 60, 66 and 67) South Pass Area, Offshore Louisiana Outer Continental Shelf, Contract No. 754394018, as amended
Land	4/1/1992	Unit Agreement	Amendment to Unit Agreement. For Outer Continental Shelf Exploration, Development and Production Operations on the South Pass Block 60 Unit (Blocks 6.17, 59, 60, 66 and 67) South Pass Area, Offshore Louisiana Outer Continental Shelf (Contract No. 754394018) to expand the Unit Agreement to include the NE/4 of the NW/4 of Block 61, OCS-G 1609, South. Pass Area.
Land	5/2/1992	ABOS	Agreement and Bill of Sale, dated effective May 2, 1992, between Union Oil Company of California, as Seller, and The Northwestern Mutual Life Insurance Company and Hardy Oil & Gas USA Inc., as Buyers, selling 43.75% interest in the BA A-105 "A" Platform, equipment and pipeline, to NW Mutual 31.25%, and Hardy 12.50%.
Land	6/25/1992	Letter Agreement	Letter Agreement, dated June 25, 1992, between Chevron U.S.A. Inc. ("Chevron") and Southern Natural Gas Company ("Southern"), concerning the "Interconnection of Pneumatic Chart Recorders Permit - Various Meter Stations, Offshore Louisiana ", whereby Chevron obtained consent from Southern for Chevron to connect, operate and maintain pneumatic chart recorders on various of Southern's existing meter stations, offshore, Louisiana (including Main Pass Area Block 77 "A" platform).
Land	7/1/1992	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN ATLANTIC RICHFIELD COMPANY AND SAMEDAN OIL CORPORATION
Land	7/1/1992	OA	Operating Agreement 7-1-92 b/b Kerr-McGee and Samedan
Land	1/1/1993	Unit Operating Agreement	Unit Operating Agreement eff. 1-1-93
Land	2/15/1993	Letter Agreement	Letter Agreement, dated effective February 15, 1993, between Chevron U.S.A. Inc. ("Chevron") and Southern Natural Gas Company ("Southern"), concerning the "Interconnection of Pneumatic Chart Recorders Permit - Various Meter Stations, Offshore Louisiana", whereby Chevron and Southern agree to amend and replace Exhibit "A" to that certain Letter Agreement, dated June 25, 1992 (described hereinabove).
Land	4/2/1993	ABOS	Bill of Sale, dated April 2, 1993, from Southern Natural Gas Company ("Southern") to Chevron U.S.A. Inc. ("Purchaser"), whereby Southern sells to Purchaser certain Barton chart recorders and appurtenant equipment located at various on various of Southern's existing meter stations, offshore, Louisiana (including Main Pass Area Block 77 "A" platform).
Land	5/7/1993	Letter Agreement	Letter Agmt. dated 5-7-1993 b/b Shell Offshore Inc. and Freeport McMoran Oil and Gas Company.
Land	6/1/1993	FO	Farmout Agmt. eff. 6-1-1993 b/b Shell Offshore Inc. and Samedan Oil Corporation.
Land	6/11/1993	Joint Operating Agreement	Operating Agreement eff. 6-11-1993 b/b Samedan Oil Corporation and British Borneo Exploration Inc., et al
Land	8/1/1993	Assignment	Assignment of Interest in Oil and Gas Lease (OCS-G 13944) effective date 08/01/93 from Anadarko Petroleum Corporation, Assignor, to Phillips Petroleum Company, Assignee, 50% of its right, title and interest in OCS-G 13944, GI Block 116, South Addition.
Land	8/16/1993	Joint Operating Agreement	Amendment to Operating Agreement, dated August 16, 1993, between Express Acquisition Company and Torch Energy Advisors Inc.
Land	12/30/1993	OA	WD 90, WD 103 Operating Agreements 12-30-1993

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Land	1/1/1994	Joint Operating Agreement	BP EXPLORATION & OIL INC. AND SHELL OFFSHORE INC ET AL
Land	1/1/1994	Co-Development Agreement and Amendment to Unit Operating Agreement	Co-Development Agreement and Amendment to Unit Operating Agreement originally by and between CNG Producing Company & Columbia Gas Development Corp., et al
Land	1/21/1994	Unit Operating Agreement	Unit Operating Agreement for the Viosca Knoll .252 Unit, by and between Samedan Oil Corporation, as Operator, and Continental Land & Fur Co., Inc., dated effective January 21,1994. Preferential Right to Purchase - 15 Days. [Section 26.2]
Land	2/1/1994	JOA	Operating Agreement eff. 2/1/94
Land	2/10/1994	JDA	JOINT DEVELOPMENT AGREEMENT DATED FEBRUARY 10, 1994, BY AND BETWEEN PENNZOIL EXPLORATION AND PRODUCTION COMPANY, SONAT EXPLORATION COMPANY AND UNION OIL COMPANY OF CALIFORNIA - TERMINATED BY LETTER AGREEMENT DATED MARCH 10, 1999.
Land	2/11/1994	Unit Agreement	Unit Agreement For Outer Continental Shelf Exploration, Development and Production Operations on theViosca Knoll 252 Unit designated Contract No. 754394013, by the Minerals Management Service, dated effective February 11, 1994, executed by Samedan Oil Corporation (as Unit Operator) and Chevron U.S.A. Inc.(as a working interest owner).
Land	6/1/1994	Joint Operating Agreement	OPERATING AGREEMENT DATED JUNE 1, 1994, BY AND BETWEEN NORCEN EXPLORER, INC., OPERATOR, AND DALEN RESOURCES OIL & GAS CO.
Land	6/6/1994	Letter Agreement	Letter Agreement, dated June 6, 1994, whereby Chevron U.S.A. Inc. approves, adopts and recognizes the Unit Operating Agreement, dated January 21, 1994 for the Viosca Knoll 252 Unit
Land	6/9/1994	Letter Agreement	Letter Agreement, dated June 9, 1994, by and between Chevron U.S.A. Inc., Samedan Oil Corporation and Continental Land & Fur Co., Inc.
Land	6/24/1994	OA	Operating Agreement eff. 6-24-94
Land	7/1/1994	OA	Operating Agreement 7/1/1974
Land	7/7/1994	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN POGO PRODUCING COMPANY AND COCKRELL OIL AND GAS, L.P., ET AL
Land	7/15/1994	Letter Agreement	LETTER AGREEMENT DATED JULY 15, 1994 BY AND BETWEEN STONE ENERGY CORPORATION AND DAVID U. MELOY.
Land	9/1/1994	UOA	EI 89 Field UOperating Agreement 9/1/94
Land	9/1/1994	FARMOUT AGREEMENT	Farmout Agmt Eff. 9-1-94
Land	10/19/1994	JDA	Joint Venture Development Agreement, dated October 19,1994',between Norcen Explorer, Inc. and Texaco Exploration and Production, Inc. forming a working-interest unit comprising portions of Ship .ShOperating Agreementl Block 206 and OCS-G 1523;Ship ShOperating Agreementl Block 207;
Land	11/16/1994	JDA	Joint Venture Development Agreement, dated November 16<1994, between Norcen Explorer, Inc., Texaco Exploration and1 Production, Inc., Industries, TheGeorge R. Brown Partnership, JOC Venture, LamarHunt Trust Estate, Mobil Oil Exploration SoproducingSoutheast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship ShOperating Agreementl Area.
Land	11/30/1994	JDA	Amendment to Joint Venture Development Agreement, dated November30,1994, between iNorcen Explorer, 'Inc., Texaco Exploration, and Production; Inc., Hunt Industries, The George.R.Brown Partnership, JOG Venture, Lanlar Hunt Trust Estate, Mobil Oil Exploration &eProducing Southeast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship ShOperating Agreementl Area.
Land	3/28/1995	Letter Agreement	LETTER AGREEMENT DATED MARCH 28,1995, BY AND BETWEEN STONE ENERGY CORPORATION AND DAVID U. MELOY, ET AL.
Land	4/6/1995	JDA	Amendment tp Joint Venture Development Agreement, dated April 6, 1995, between Norcen. Explorer, Inc., Texaco Exploration and Production; Inc., Hunt Industries, The George R. Brown, Partnership; JOC Venture, Lamar Hunt Trust Estate, Mobil Oil Exploration 8l Producing Southeast Inc., and Hunt Oil Company, covering: all ofl Blocks.206 and 207 Ship ShOperating Agreementl Area.
Land	5/1/1995	Joint Operating Agreement	AMENDMENT TO OPERATING AGREEMENT DATED MAY 1, 1995, BY AND BETWEEN CONOCO INC. AND VASTAR RESOURCES, INC., ET AL.
Land	7/1/1995	Joint Operating Agreement	OFFSHORE OPERATING AGREEMENT EFFECTIVE JULY 1, 1995, BY AND BETWEEN NORCEN EXPLORER, INC. OPERATOR, DALEN RESOURCES OIL & GAS CO AND GLOBAL NATURAL RESOURCES CORPORATION OF NEVADA COVERING PORTIONS OF BLOCK 117 AND 118, EUGENE ISLAND, AS AMENDED TO EXCLUDE JOINT DEVELOPMENT ACREAGE.
Land	10/1/1995	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN AMERADA HESS CORPORATION AND VASTAR RESOURCES INC.
Land	11/8/1995	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN FORCENERGY GAS EXPLORATION INC. AND ENERGY INVESTMENTS INC.
Land	12/14/1995	LOI	REVISED LETTER OF INTENT (FARMOUT) DATED DECEMBER 14, 1995, BY AND BETWEEN ENSERCH EXPLORATION, INC. AND PETROBRAS AMERICA, INC.
Land	2/23/1996	JOINT DEVELOPMENT AGREEMENT	JOINT DEVELOPMENT AGREEMENT BY AND BETWEEN APACHE CORPORATION, W & T, DEVON, NCK
Land	3/7/1996	Conditional Letter of Acceptance to Exploration Agreement	Letter Agreement by and between Hardy Oil & Gas USA, Inc., British-Borneo Exploration by Hardy Oil & Gas USA, inc., British Borneo Exploration, Inc. and Zilkha Energy Company
Land	3/7/1996	JDA	JOINT DEVELOPMENT AREA AGREEMENT DATED MARCH 7, 1996, BY AND BETWEEN LOUISIANA LAND AND EXPLORATION COMPANY AND ENSERCH EXPLORATION, INC, ET AL COVERING PORTIONS OF BLOCKS 107, 108, 118 AND 117, EUGENE ISLAND.
Land	9/1/1996	Joint Operating Agreement	JOA BY AND BETWEEN CAIRNE ENERGY USA, INC. AND NORCEN EXPLORER, INC. ET AL.
Land	9/1/1996	OA	Offshore Operating Agreement 9/1/1996
Land	9/3/1996	OA	Operating Agreement (depths below 9000' on VR 392 & VR 408; and all depths VR 407) 9/3/1996
Land	12/15/1996	OA	Operating Agreement eff. 12-15-96 b/b Vastar and Union
Land	1/3/1997	Joint Operating Agreement	Operating Agreement eff. 1-3-1977 b/b Transco Exploration Company, as Operator, and Freeport Oil Company, Energy Development Corporation, Pioneer Production Corporation, et al
Land	1/21/1997	Assignment	Assignment of Record Title effective date 01/21/97 from Phillips Petroleum Company to SOI. SOI will acquire a 50.0% of 6/6ths interest in OCS-G 13944, Gi Block 116, South Addition.
Land	1/21/1997	PSA	Purchase and Sale Agreement between Phillips Petroleum Company ("Seller") and SOI ("Purchaser"), whereby Phillips reserves a prop0tionately reduced 10% of 6/6ths Overriding Royalty Interest in OCS-G 13944, effective date 01/21197
Land	5/1/1997	Joint Operating Agreement	Amendmenit to Operating Agreement, dated effective May 1,1997, between GOM Shelf, LLC, and ChevronTexaco and Kerr-McGee Oil & Gas Corporation, amending Exhibit "A" to reflect a new division of interest.
Land	7/7/1997	Letter Agreement	Letter Agreement, dated July 7, 1997, by and between Chevron U.S.A. Inc. and Samedan Oil Corporation,concerning of the OCTSG 10930 Well #1 in Viosca Knoll Block 251 to a proposed depth of 22,500' and certain earning and assignment provisions, more fully described therein.
Land	10/1/1997	UOA	MI 623 Unit Operating Agreement
Land	10/1/1997	UOA	SP 65 G G-1 Unit Res A UOperating Agreement
Land	10/1/1997	UOA	SP 65 G G-1 Unit Res B UOperating Agreement
Land	10/1/1997	UOA	SP 65 G2-G3 UOperating Agreement
Land	10/1/1997	OA	SP 61, 70 Joint Operating Agreement eff. 10-1-97
Land	12/18/1997	PA	PARTICIPATION AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC. AND WESTPORT OIL AND GAS COMPANY INC.
Land	2/1/1998	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC. AND WESTPORT OIL AND GAS COMPANY INC
Land	2/28/1998	Letter Agreement	Letter Agreement dated 02/28/98 between CNG Producing Company, et al, and SOI and Anadarko Petroleum Corporation, whereby SOI acquires 50% working interest in Gi Block 110.
Land	3/1/1998	Unit Operating Agreement	UNIT OPERATING AGREEMENT DATED MARCH 1, 1998, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION AND SHELL OFFSHORE INC. UNIT NO.754398019
Land	3/1/1998	Unit Agreement	UNIT AGREEMENT FOR OUTER CONTINENTAL SHELF EXPLORATION, DEVELOPMENT, AND PRODUCTION OPERATIONS ON THE GRAND ISLE BLOCK 116 UNIT, DATED MARCH 1, 1998, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION, AND SHELL OFFSORE INC. UNIT NO.754398019
Land	3/1/1998	ORRI	Assignment of Overriding Royalty Interest, dated effective 03/01/98, whereby ANADARKO and SOI assigns 1 % (of 6/6ths) ORRI to BHP, CNG and Amoco, re: Gi 111OCS-G18069, Gi 116 OCS-G 13944, Gi 110OCS-G13943.

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Land	3/1/1998	Assignment	Record Title Assignment of Oil and Gas Lease (OCS-G 13943) effective date 03/01/98 whereby BHP Petroleum (GOM) Inc., (Assignor) assigns to SOI and Anadarko Petroleum Corporation (Assignees) a 25% of 6/6ths, equally to Assignees, being of all right, title and interest, covering OCS-G 13943, GI Block 110, South Addition.
Land	3/1/1998	ORRI	Assignment of Overriding Royalty Interest, dated effective 03/01/98, whereby ANADARKO and SOI assigns 1 % (of 6/6ths) ORRI to BHP, CNG and Amoco, re: GI 1110CS-G18069, GI 116 OCS-G 13944, GI 1100CS-G13943.
Land	3/2/1998	LA	LETTER AGREEMENT DATED MARCH 2, 1998, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION, ET AL. AND AMOCO PRODUCTION COMPANY, ET AL.
Land	3/3/1998	PA	PARTICIPATION AGREEMENT BY AND BETWEEN WESTPORT OIL AND GAS COMPANY INC. AND BASIN EXPLORATION INC.
Land	3/13/1998	Joint Operating Agreement	AMENDMENT TO OPERATING AGREEMENT DATED MARCH 13, 1998, BY AND BETWEEN TEXACO EXPLORATION AND PRODUCTION INC. AND VASTAR RESOURCES, INC.
Land	4/1/1998	JVA	JOINT VENTURE AGREEMENT - SPECTER PROSPECT DATED APRIL 1, 1998 BY AND BETWEEN SHELL OFFSHORE, INC. AND ELF EXPLORATION INC. ET AL., as amended.
Land	4/1/1998	Joint Operating Agreement	OFFSHORE OPERATING AGREEMENT DATED APRIL 1, 1998, BY AND BETWEEN SHELL OFFSHORE INC. AND SNYDER OIL CORPORATION, ET AL.
Land	4/6/1998	Letter Agreement	LETTER (ELF OFFERS NIPPON PART OF THE Cooperating AgreementSTAL INTEREST) DATED APRIL 6, 1998, BY AND BETWEEN ELF EXPLORATION INC. AND NIPPON OIL EXPLORATION U.S.A. LIMITED
Land	4/6/1998	JVA	AMENDMENT TO JOINT VENTURE AGREEMENT- ELF ASSUMES Cooperating AgreementSTAL POSITION DATED APRIL 6, 1998 ELF EXPLORATION INC. AND Cooperating AgreementSTAL O&G CORPORATION.
Land	4/7/1998	Assignment	Assignment of Record Title Interest, dated 4/7/98, whereby SOI assigns 12.5% Record Title to OBI regarding GI 116, OCS-G 13944.
Land	4/10/1998	FO	FARMOUT AGREEMENT DATED APRIL 10, 1998, BY AND BETWEEN Cooperating AgreementSTAL O&G CORPORATION AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
Land	4/13/1998	Letter Agreement	LETTER- NIPPON TAKES ITS SHARE OF Cooperating AgreementSTAL F/O & SHARE OF ELF'S INTEREST DATED APRIL 13, 1998, BY AND BETWEEN ELF EXPLORATION INC., Cooperating AgreementSTAL O&G CORPORATION AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
Land	7/1/1998	Farmout Agreement	FO by and between Energy Development Corp & Juniper Energy Kp
Land	7/12/1998	Joint Operating Agreement	JOINT OPERATING AGREEMENT DATED JULY 12, 1998 BY AND BETWEEN RANGER OIL COMPANY, THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	11/5/1998	JVA	ADDENDUM TO JOINT VENTURE AGREEMENT DATED NOVEMBER 5, 1998, BY AND BETWEEN SHELL OFFSHORE INC. AND NIPPON OIL EXPLORATION U.S.A. LIMITED, ET AL.
Land	2/11/1999	OA	Operating Agreement eff. 2-11-99
Land	6/1/1999	AREA OF MUTUAL INTEREST	AREA OF MUTUAL INTEREST BY AND BETWEEN OCEAN ENERGY INC. AND DUKE ENERGY HYDROCARBONS, LLC
Land	8/5/1999	EA	EXPLORATION AGREEMENT DATED AUGUST 5, 1999 BY AND BETWEEN RANGER OIL COMPANY, THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	11/18/1999	Letter Agreement	Letter Agreement, dated November. 18, 1999, by and between Chevron U.S.A. tic. and Samedan Oil Corporatidiri being a COPAS Amendment to Unit Operating Agreement for the Viosca Knoll 252 Unit concerning Subpart (i:) of Section m. "Overhead", andimade effective January 1,2000.
Land	12/1/1999	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN FORCENERGY INC. AND MAKO OFFSHORE EXPLORATION, INC., ET AL.
Land	11/1/1980	Joint Operating Agreement	Operating Agreement, Main Pass Area, Blocks 77 and 78, Gulf of Meidco, dated effective November 1, 1980,between Gulf Oil Corporation, Texoma Production Company, The Anschutz Corporation, NICOR Exploration Company, and The Superior Oil Company, covering the federal Oil and Gas Lease OCS-G 4481, Blocks 77-and78 Main Pass Area, Offshore Louisiana, a true copy of the original is recorded in C.O.B. 592, Folio 658, Plaquemines Parish, Louisiana.
Land	12/15/1999	Letter Agreement	Letter Agreement, dated December 15, 1999, between Apache Corporation, Chevron U.S.A. Production Company, Kelley Oil Corporation, Key Production Company, Mobil Exploration & Producing U.S. Inc. and Sabco Oil and Gas Corporation, regarding the OCS-G 4481 #A-23 Well, Main Pass Block 77, Main Pass Block 151 Field, Offshore. LA. Note: only have Key's executed cop
Land	1/1/2000	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN OCEAN ENERGY, INC., MCMORAN OIL & GAS LLC., ET AL.
Land	1/31/2000	FO	Farmout Letter Agreement 1/31/2000
Land	2/7/2000	OA	Operating Agreement eff. 2-7-00
Land	5/1/2000	OA	Operating Agreement eff. 5/1/00
Land	8/4/2000	FO	Farmout Agreement 8/4/2000
Land	11/17/2000	PA	Participation Agreement and Operating Agreement 11-17-00 b/b Samedan and Stone
Land	12/8/2000	Letter Agreement	Letter Agreement, dated December 8, 2000 (effective December 1, 2000), by and between Chevron U.S.A. Inc. and Williams Field Services - Gulf Cooperating Agreementst Company, L.P., whereby Chevron U.S.A. Inc. consents to an assignment by Williams Field Services - Gulf Cooperating Agreementst Company, L.P., to its affiliate, Williams Mobile Bay Producer Services, L.L.C.
Land	1/11/2001	LETTER AGREEMENT	Letter, dated January 11, 2001, from the United States Department of the Interior, Minerals Management Serviceto Chevron U.S.A. Inc., approving the initial participating area plat and Exhibit C for the Viosca Knoll 252 Unit,Agreement No. 754394013, effective November 8, 2000
Land	6/1/2001	OA	Offshore Operating Agreement 6/1/2001
Land	6/15/2001	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN TEXACO EXPLORATION AND RWE PETROLEUM COMPANY ET AL.
Land	6/15/2001	JDA	JOINT DEVELOPMENT AGREEMENT EFFECTIVE JUNE 15, 2001, BY AND BETWEEN RME PETROLEUM COMPANY AND W&T OFFSHORE, INC, "SM280 OWNERS" AND RME ET AL "SM 281 OWNERS" AND THAT CERTAIN JOINT OPERATING AGREEMENT ATTACHED THERETO AS EXHIBIT "B".
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 66
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering OCS-G 2282, South Marsh Island Block 132.
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 135
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 136
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 137
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 149
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 150
Land	10/1/2001	OA	Operating Agreement eff. 10-1-01 b/b Union and Forest
Land	10/1/2001	OA	Operating Agreement eff. 10-1-01 b/b Union and Forest
Land	11/3/2001	Letter Agreement	Letter Agreement, dated November 3, 2011, executed between Chevron U.S.A. Inc. (granting party) and Phoenix Exploration Company, LP, Apache Corporation and Castex Offshore, Inc. (grantees), being a conditional consent to assign.
Land	1/9/2002	Letter Agreement	Letter, dated January 9, 2002, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision to the participating area plat and Exhibit C for the Viosca Knoll 252 Unit, Agreement No. 754394013, effective December 1, 2001.
Land	3/1/2002	FO	Farmout Agmt. eff. 3-1-2002 b/b Samedan Oil Corporation (Farmor) and Pure Resources, L.P. (Farmer)
Land	8/23/2002	Joint Operating Agreement	Joint Operating Agreement by and between Dominion Exploration & Production, Inc., as Operator, and Spinnaker Exploration Company, L.L.C., as Non-Operator
Land	8/30/2002	Assignment	Assignment of Record Title Interest, approved 8/30/2002, whereby SOI assigns unto OBI, covering GI 110 OCS-G 13943.
Land	9/20/2002	Assignment	Assignment of Operating Rights, approved 9/20/2002, whereby SOI assigns unto OEI, covering GI 110, OCS-G 13943.
Land	12/18/2002	Pooling Agreement	POOLING AGREEMENT DATED DECEMBER 18, 2002, BY AND BETWEEN THE STATE OF TEXAS AND SPINNAKER EXPLORATION COMPANY, L.L.C.

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Land	12/20/2002	Joint Operating Agreement	Joint Operating Agreement by and between Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC
Land	3/31/2003	Letter Agreement	Letter Agreement, dated March 31, 2003, between Chevron U.S.A. Inc., Sabco Oil and Gas Corporation, Apache Corporation, ExxonMobil Production Company, Key Production Company and Contour Energy Company regarding Second Opportunity to Participate - Election to Acquire*Non-Participating Interest, in the MP77 OCS-G 4481 A-6 TTPG, Project No. UWGHP-R3011, Cost Center UCP170500, Main Pass Block 77. Key Production Company election.
Land	5/1/2003	Joint Operating Agreement	Offshore Operating Agreement dated May 1, 2003 between Magnum Hunter Production, Inc., and Westport Resources Corporation et al
Land	5/19/2003	JOA	JOA Operating Agreement eff. 5/19/03
Land	5/19/2003	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement by and between FIELDWOOD ENERGY OFFSHORE LLC(SUCCESSOR TO GRYPHON EXPLORATION COMPANY) AND APACHE CORPORATION (SUCCESSOR TO SPINNAKER EXPLORATION COMPANY, L.L.C.)
Land	6/9/2003	PA	Participation Agmt. eff. 6-9-2003 b/b Samedan Oil Corporation and CLK Company
Land	8/7/2003	PA	Exploration Participation Agreement, dated August 7, 2003, by and between Chevron U.S.A. Inc. and Westport Resources Corporation, as amended, concerning certain Offshore Continental Shelf properties, all as is more fully provided for and described therein.
Land	9/25/2003	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement by and between Apache Corporation and Chevron USA
Land	1/1/2004	FO	FARMOUT AGREEMENT DATED JANUARY 21, 2004, BY AND BETWEEN CHEVRON USA INC. AND BP AMERICA PRODUCTION COMPANY.
Land	1/7/2004	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement by and between Apache Corporation and Shell Offshore et al
Land	2/25/2004	FO	Farmout Agmt. eff. 2-25-2004 b/b Forest Oil Corporation, Texas Standard Oil Company, Noble Energy, Inc. and Pioneer Natural Resources USA, Inc., as Farmers, and Houston Energy, L.P., as Farmee
Land	2/25/2004	Joint Operating Agreement	Ratification and Amdt. Of Operating Agreement eff. 2-25-2004 b/b Forest Oil Corporation et al
Land	3/18/2004	PSA	PSA dated 3-18-04 but eff. 9-1-2003 b/b Noble Energy, Inc. and Northstar Gulfsands, LLC
Land	3/25/2004	JVA	Amendment to Joint Venture Development Agreement, dated March 25, 2004 between Anadarko E 8t P Company LP, Chevron U.S.A. Inc.; Hunt Oil Company, Hunt Petroleum, the George, R. Brown Partnership LP, Offshore Investment, Cov and the Lamar Hunt Trust Estate, whereby the Unit was expanded
Land	4/1/2004	Joint Operating Agreement	AMENDMENT OF JOINT OPERATING AGREEMENT DATED APRIL 1, 2004, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	4/2/2004	Divestiture	ASSET SALE AGREEMENT DATED APRIL 2, 2004, BY AND BETWEEN CHEVRON USA INC. AND STONE ENERGY CORPORATION.
Land	4/19/2004	FO	Farmout Agreement by and between Newfield Exploration Company and Westport Resources Company, as Owners of WC 73, and Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC as Owners of WC 72
Land	5/28/2004	Letter Agreement	Letter, dated May 28, 2004, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision to the participating area plat and Exhibit C for the Viosca Knoll 252 Unit, Agreement No. 754394013, effective December 1, 2003.
Land	6/1/2004	OA	Operating Agreement eff. 6-1-04 by and between Newfield Exploration Co & Triumph Energy LLC
Land	6/29/2004	Letter Agreement	LETTER AGREEMENT DATED JUNE 29, 2004, BY AND BETWEEN STONE ENERGY CORPORATION AND BP AMERICA PRODUCTION COMPANY.
Land	7/20/2004	PHA	PHA eff. 7-20-2004 b/b Forest Oil Corporation, as operator and co-owner of the WD 34 A PF and Red Willow Offshore, LLC, et al, as producers
Land	7/27/2004	Confidentiality Agreement	Confidentiality Agreement by and between Apache Corporation and Applied Drilling Technology, Inc.
Land	8/1/2004	Unit Operating Agreement	Amendment and Supplement to Unit Operating Agreement for the Viosca Knoll 252 Unit, dated August 1, 2004, by and between Chevron U.S.A. Inc. and Noble Energy, Inc
Land	8/1/2004	OA	Operating Agreement 8/1/04
Land	8/11/2004	Notice	NOTICE OF ASSIGNMENT DATED AUGUST 11, 2004, BY AND BETWEEN CHEVRON USA INC. AND STONE ENERGY CORPORATION.
Land	8/24/2004	Letter Agreement	Letter Agreement dated August 24, 2004, between Chevron U.S.A. Inc. and Williams Field Services- Gulf CO Operating Agreementst Company, L.P.
Land	9/7/2004	Settlement and Release Agreement	SETTLEMENT AND RELEASE AGREEMENT DATED SEPTEMBER 7, 2004, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	10/1/2004	OA	Operating Agreement eff. 10-1-04
Land	10/6/2004	LOI	LETTER OF INTENT DATED OCTOBER 6, 2004, BY AND BETWEEN THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	10/7/2004	EA	EXPLORATION AGREEMENT DATED OCTOBER 7, 2004, BY AND BETWEEN THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	10/14/2004	Letter Agreement	Letter Agreement, dated October 14, 2004, between Ghevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement Terin's, Viosca Knoll 251 "A" Platform/Cadillac Prospect and any Other Future Non-unit Production
Land	10/28/2004	PSA	PSA dated 10-28-2004 but eff. 7-1-2004 B/B Eni Deepwater LLC and Northstar Gulfsands, LLC
Land	11/1/2004	PA	Exploration Participation Agreement, dated November 1, 2004, by and between Chevron U.S.A. Inc. and Newfield Exploration Company, concerning certain Offshore Continental Shelf properties, all as is more fully provided for and described therein
Land	11/18/2004	Letter Agreement	Letter Agreement, dated November 18, 2004, between Chevron U.S.A. Inc. and Newfield Exploration Company, amending the terms of Letter Agreement, dated October 14, 2004, between Chevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement Terms, Viosca knoll 251 "A" Platform, Cadillac Prospect and any Other Future Non-unit Production:
Land	1/1/2005	VUA	VOLUNTARY UNIT AGREEMENT DATED JANUARY 1, 2005, BY AND BETWEEN SPINNAKER EXPLORATION COMPANY, L.L.C. AND THE HOUSTON EXPLORATION COMPANY AND GRYPHON EXPLORATION COMPANY.
Land	1/1/2005	Operating Agreement	Operating Agreement 1-1-05 by an between Maritech and Arena
Land	1/25/2005	Letter Agreement	Letter Agreement for the Operation and Ownership Transfer of Certain South Marsh Island Block 66 Facilities, dated effective January 25, 2005, between Transcontinental Gas Pipeline Corporation, as Seller, and Union Oil "Company of California and Forest Oil Corporation, as Purchasers, for facilities and pipeline associated with "A" and "C" Platforms". NEVER CONSOMATED.
Land	2/1/2005	Letter Agreement	Letter Agreement, dated February 1, 2005, between Union Oil Company of California and Forest Oil, covering OCS-G 2589, South Marsh Island Block 137, as the Unit Operating Agreement for South Marsh Island Block 137 Unit, identified as Unit Agreement No. 14-08-001-20237, replacing and superseding, effective October 1, 2001, that certain Unit Operating Agreement dated January 1, 1989 between Conoco Inc., Texaco Producing Inc. and Canadian OXY Offshore Production Company.
Land	3/28/2005	PA	PARTICIPATION AGREEMENT BY AND BETWEEN GOM SHELF LLC BY APACHE CORPORATION AND RIDGEWOOD ENERGY CORPORATION
Land	5/27/2005	Joint Operating Agreement	Operating Agmt. eff. 5-27-2005 b/b BP Exploration & Production Inc. and EOG Resources, Inc.
Land	5/28/2005	PA	Participation Agmt. eff. 5-28-2005 b/b BP Exploration & Production Inc. and EOG Resources, Inc.
Land	8/2/2005	PSA	PURCHASE AND SALE AGREEMENT DATED AUGUST 2, 2005, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	10/25/2005	OA	Operating Agreement 10-25-05
Land	11/1/2005	JDA	JOINT DEVELOPMENT AGREEMENT BY AND BETWEEN MERIT ENERGY COMPANY AND STONE ENERGY CORPORATION ET AL
Land	11/1/2005	Partition and Redemption Agreement	Partition and Redemption Agmt. dated 11-1-2005 b/b Northstar Gulfsands, LLC and Gulfsands Petroleum USA, Inc.
Land	11/7/2005	Unit Agreement	Amendment to Unit Agreement, Viosca Knoll Block 252 Unit, Contract No. 754394013, dated November 7, 2005 (effective November 1, 2005) as approved by the Minerals Management Service by letter dated January 10, 2007, but made effective November 8, 2006, replacing Exhibits "A", "B" and "C" and Article 13.1 in its entirety (reduction of Unit Area)
Land	12/20/2005	Letter Agreement	Letter Agreement, dated December 20, 2005, between Noble Energy, Inc. and Ghevron U.S.A. Inc., being a consent to disclose confidential data
Land	2/22/2006	FO	Farmout Proposal Letter Agreement between The Houston Exploration Company and Noble Energy Inc. 2/22/2006

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Land	3/1/2006	ABOS	ABOS eff. 3-1-2006 b/b Noble Energy, Inc. as Assignor and Coldren Resources LP as Assignee.
Land	4/4/2006	Joint Operating Agreement	STONE ENERGY CORPORATION AND GOM SHELF LLC, ET AL
Land	6/28/2006	OA	JOperating Agreement eff. 6-28-06
Land	7/24/2006	OA	Operating Agreement eff. 7-24-06
Land	10/17/2006	JOA	Operating Agreement eff. 10-17-06
Land	10/30/2006	FO	Farmout Agreement, dated effective October 30, 2006, between Chevron U.S.A. Inc., as-Farmor, and Mariner Energy Resources, Inc., as farmee, covering 5/2 of SM 149 (OCS-G 2592) and 5/2 of SM 150 (005-016325) and limited to depths from the surface to the stratigraphic equivalent of 100' below the deepest depth drilled in the #1 Well as proposed.
Land	1/10/2007	Letter Agreement	Letter dated January 10, 2007, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision Exhibits "A", "B" and "C" reflecting a change in the Unit Area due to contraction provisions in the Viosca Knoll 252 Unit, Agreement No. 754394013.
Land	2/28/2007	FO	FO eff. 2/28/07 by and between Newfield and Apache
Land	4/3/2007	Confidentiality Agreement	Confidentiality Agreement by and between Apache Coporation, Samson Contour Energy and Shell Offshore
Land	5/17/2007	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN DEVON ENERGY PRODUCTION COMPANY, L.P. AND HUNT PETROLEUM CORPORATION, ET AL.
Land	9/21/2007	FARMOUT AGREEMENT	FARMOUT AGREEMENT b/b APACHE CORPORATIONand SENECA RESOURCES CORPORATION
Land	12/31/2007	PSA	PURCHASE AND SALE AGREEMENT BY AND BETWEEN GOM SHELF LLC AND WILD WELL CONTROL INC.
Land	12/31/2007	Company Agreement	Company Agreement, dated effective December 31, 2007, between BP America Production Company, Chevron USA Inc. and GOM Shelf LLC, amending the Operating Agreements for certain jointly-owned Facilities and Wells in GI 40, 41, 47, 48 and WD 69 and 70 damaged by Hurricane Katrina.
Land	12/31/2007	PSA	Agreement for Purchase and Sale, effective December 31, 2007, between Chevron U.S.A. Inc., as Seller, and Wild Well Control, Inc., as Buyer, conveying Chevron's undivided interest in certain Facilities and Wells in GI 40, 41, 47, 48 and WD 69 and 70 to Wild Well Control for the purpose of decommissioning
Land	5/1/2008	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN MARINER ENERGY, INC. AND APACHE CORPORATION
Land	7/7/2008	Acquisition	Stock Purchase Agmt dated July 7, 2008 b/b Northstar E&P, LP and Dynamic Offshore Resources, LLC
Land	7/7/2008	Letter Agreement	VR 332 AS Letter Agmt dated July 7, 2008 b/b Northstar Interests, L.C. and Dynamic Offshore Resources, LLC
LAND	7/15/2008	Participation Agreement	ST 311 Participation Agreement-Walter & APA-7-15-2008
LAND	7/15/2008	Assignment of ORRI	ST 311 Walter ORRI Assign.
Land	8/27/2008	FO	FARMOUT AGREEMENT BY AND BETWEEN PIESCES ENERGY LLC AND APACHE CORPORATION
Land	12/8/2008	Platform Sale	Platform Sale Agreement, WD 94 G Auxiliary Platform, dated effective December 8, 2008 between BP America Production Company and GOM Shelf LLC, as-sellers, and Chevron USA Inc., as buyer.
Land	4/30/2009	OA	Operating Agreement eff. 4-30-09 Chevron USA, et al
Land	6/1/2009	FO	Farmout Agreement dated effective June 1, 2009, between Chevron U.S.A. Inc., and Phoenix Exploration Company, LP and Challenger Minerals Inc., covering OCS-G 32267, Chandeleur Block 42 and OCS-G 32268, Chandeleur Block 43, INSO FAR AND ONLY INSO FAR as they cover those depths from the surface to one hundred feet (100') below the deepest depth drilled and logged in the earning well.
Land	6/1/2009	OA	JOperating Agreement CA 42/43
Land	6/1/2009	OA	Operating Agreement eff. 6-1-09 Chevron USA, et al
Land	8/7/2009	Confidentiality Agreement	Confidentiality Agreement by and between Apache Corporaion and Houston Energy, L.P.
Land	12/14/2009	OPTION AGREEMENT	OPTION AGREEMENT b/b APACHE CORPORATIONand WALTER OIL & GAS CORPORATION, ET AL
Land	2/1/2010	FARMOUT AGREEMENT	FARMOUT AGREEMENT b/b APACHE CORPORATIONand WALTER OIL & GAS CORPORATION, ET AL
Land	2/25/2010	OA	Operating Agreement eff. 2-25-10
Land	4/8/2010	Letter Agreement	Letter Agreement, dated 4/8/2010 between Shell Offshore Inc., Apache Corporation and Nippon Oil Exploration U.S.A. Limited amending the Unit Operating Agreement, dated March 1, 1998.
Land	6/1/2010	PA	Approval of Revision of Participation Area, effective June 1, 2010, whereby the Grand Isle CATCO Unit was revised.
Land	6/1/2010	ABOS	Bill of Sale and Conveyance, effective June 1, 2010, whereby Chevron U.S.A. Inc. transferred certain interests in Grand Isle Block 46, OCS-G 00132 N-I well/API No. 17-717-40959-00, certain interests in Grand Isle Block 46, OCS-G 00132 Platform, the line fill as of the effective date, and the Minerals Management Segment Number 15732 Pipeline as well as its associated Right of Way, equipment and facilities to GOM Shelf
Land	7/23/2010	Confidentiality Agreement	Confidentiality Agreement by and between Apache Corporaion and W & T Offshore Inc.
LAND	9/1/2010	OCS Exploration Venture	mp-295-Joint Venture Letter Agreement
Land	9/14/2010	Letter Agreement	CHEVRON USA INC. AND GOM SHELF LLC
Land	2/1/2011	ABOS	Assignment and Conveyance, dated effective February 1, 2011, between Harrigan Energy Partners, Inc., Assignor, and Chevron U.S.A. Inc.* as Assignee, covering Assignor's right, title and interest in the Lease, together with Assignor's interest in certain wells, facilities, pipelines, equipment, contracts, etc., all as more fully described therein.
Land	3/15/2011	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN APACHE CORPORATION AND STONE ENERGY OFFSHORE LLC
Land	4/21/2011	PSA	Asset Purchase and Sale Agreement, dated April 21, 2011, but made effective February 1, 2011, between Sabco Oil and Gas Corporation, as Seller, and Chevron U.S.A. Inc., as Purchaser, whereby Purchaser acquired 0.63149% of 0.83922% of 8/8ths of Seller's right title and interest in the Lease, together with Seller's interest in certain wells, facilities, pipelines, equipment, contracts, etc., all as more fully described therein.
Land	4/21/2011	ABOS	Assignment and BUI of Sale, dated April 21, 2011, but made effective February 1, 2011, between Sabco Oil and Gas Corporation, as Assignor/and Chevron U.S.A. Inc., as Assignee, covering Assignor's right, title and interest in the Lease, together with Assignor's interest in certain wells, facilities, pipelines, equipment, contracts, etc., all as more fully described therein
Land	8/1/2011	ABOS	DS eff. 8-1-2011 b/b XTO Offshore Inc. ("Assignor") and Dynamic Offshore Resources, LLC ("Assignee")
Land	8/25/2011	PARTICIPATION AGREEMENT	PARTICIPATION AGREEMENT b/b APACHE CORPORATIONand CASTEX OFFSHORE, INC., ET AL
LAND	9/20/2011	Slot and Well Bore Acquisition	MP 296 MP 296 B-19 Slot, Wellbore Acquisition Agreement
Land	11/3/2011	Letter Agreement	Letter Agreement dated November 3, 2011 evidencing Chevron U.S.A. Inc.'s consent to an assignment of interest from Phoenix Exploration Company LP in that certain Farmout Agreement dated and made effective June 1, 2009, to Apache Corporation and Castex Offshore, Inc.
Land	11/3/2011	Letter Agreement	Letter Agreement, dated November 3, 2011, executed between Chevron U.S.A. Inc. (granting party) and Phoenix Exploration Company, LP, Apache Corporation and Castex Offshore, Inc. (grantees), being a conditional consent to assign.
LAND	11/17/2011	Assignment and Bill of Sale	MP 295, MP 296, MP 303, MP 304, MP 311, MP 312, MP 313 ABOS Stone to EPL 11-1-2011
LAND	12/1/2011	Participation Agreement	ST 311 Participation Agreement-Walter & APA & Castex-12-1-2011
LAND	12/15/2011	Slot and Well Bore Acquisition	MP 296 MP 296 B19 ST2 Slot & Well Bore Acq Agmt
Land	4/1/2012	PA	Approval of. Revision of Participation Area, effective April 1, 2012, whereby the Grand, Isle CATCO Unit was revised.
Land	5/1/2012	CONDENSATE TRANSPORT & SEPARATION AGREEMENT	CONDENSATE TRANSPORT & SEPARATION AGREEMENT b/b APACHE CORPORATIONand CASTEX OFFSHORE, INC., ET AL
Land	5/2/2012	Letter Agreement	Letter, dated May 2, 2012 between Newfield Exploration Company and Chevron U.S.A. Inc., being a waiver of confidentiality provision grant by Chevron in favor of Newfield.

Land	6/1/2012	PSA	Ratification of Purchase and Sale Agreement by Holders of Preferential Right to Purchase, dated effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc. and Dynamic Offshore Resources, LLC, as Preferential Right Purchasers, affecting that certain Purchase and Sale Agreement, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc., as Buyer.
Land	6/1/2012	ABOS	Conveyance, Assignment and Bill of Sale, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Assignor, and Chevron U.S.A. Inc. and Dynamic Offshore Resources, LLC, as Assignees, covering an undivided 0.83922% right, title and interest in certain property described in Exhibit "A" attached thereto, assigning 75.247% thereof to Chevron (0.63149% net) and 24.753% thereof to Dynamic (0.207.73% net).
Land	6/27/2012	PSA	Purchase and Sale Agreement, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc., as Buyer, covering all of Seller's right, title and interest in that certain Oil & Gas Lease bearing Serial No. OCS-G 448.1, together with Seller's interest in certain wells, facilities, pipelines, equipment contracts, etc, all as more fully described therein.
Land	7/9/2012	Joint Operating Agreement	Offshore Operating Agreement (Ship ShOperating Agreement) 176 Prospect OCS-G 33646) Originally by and between Hall-Houston Exploration IV, L.P., as Operator and GOM Offshore Exploration I, LLC and Apache Corporation as Non-Operators
Land	8/1/2012	Throughput Capacity Lease Agreement	Fieldwood leases capacity to Arena for Barnacle Pipeline
Land	9/17/2012	PA	PARTICIPATION AGREEMENT BY AND BETWEEN APACHE CORPORATION AND WALTER OIL & GAS CORPORATION
LAND	12/26/2012	Farmout Agreement Extension Letter	MP 295 Extension 12-26-12
Land	2/1/2013	AREA OF MUTUAL INTEREST	AREA OF MUTUAL INTEREST AGREEMENT BY AND BETWEEN APACHE CORPORATION AND ENERGY XXI GOM, LLC
Land	2/1/2013	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN APACHE CORPORATION AND ENERGY XXI GOM, LLC
Land	2/1/2013	Data Agreement	Data Agreement effective 2-1-2013 by and between Fieldwood Energy LLC, GOM Shelf LLC, Apache Corporation and EXXI
LAND	2/1/2013	Memorandum of OA and Financing Statement	Primary Term Lands - MOA Recorded 01-2015 Revision
LAND	2/1/2013	Exploration Agreement	MP 296 EXXI Exploration Agreement(Exploration Agreement Apache & Energy XXI 2-1-2013 with Exhibits (less B)
LAND	2/22/2013	Exploration Agreement Letter	Heron Prospect (MP 295) Letter of Agreement 2-22-13
Land	3/15/2013	Exploration Venture	Exploration Venture for portions of VR 271 SM 87 by and between Fieldwood Energy Offshore LLC, Apache Corporation and Pisces Energy LLC
Land	6/1/2013	OA	Operating Agreement eff. 6-1-13 Castex, et al
Land	7/1/2013	Acquisition	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013
Land	7/1/2013	Acquisition	Acquisition by and between Fieldwood Energy LLC and Callon Petroleum Operating Co.
Land	7/1/2013	MOA	EI 136 Recorded Memorandum of Operating Agreement and Financing Statement
Land	7/1/2013	Joint Operating Agreement	EI 136 Operating Agreement covering depths below 19,135' SSTVD
Land	7/1/2013	Joint Operating Agreement	JOperating Agreement covering OCS-G 32264 MP 302
Land	7/1/2013	Stipulation and Corrective Assignment	Stipulates the interest held by Apache Offshore Petroleum Limited Partnership, Fieldwood Energy LLC and Third parties
Land	7/1/2013	Assignment of Federal OCS Pipeline Right of Way	Assignment of Pipeline ROW Apache to Fieldwood LLC
Land	9/9/2013	Amendment No. 1 Bar Prospect Offshore Operating Agreement	Amends certain JOperating Agreement dated 02/01/2013
Land	9/30/2013	Acquisition	Purchased GOM Shelf as a company from Apache
Land	10/7/2013	Election Letter Agreement PL 13 007 ST2 W	Election Letter Agreement by and between Fieldwood Energy LLC and Enven Energy Ventures LLC
LAND	10/16/2013	Fabrication Agreement	ST 311 A Platform Construction Contract Gulf Island LLC and Walter Oil and Gas dtd 10-16-13
Land	10/25/2013	Letter Agreement	Letter Agreement dated October 25, 2013 evidencing Chevron U.S.A. Inc.'s consent to an assignment of interest from Apache Corporation in that certain Farmout Agreement dated and made effective June 1, 2009, to Fieldwood Energy LLC.
Land	12/1/2013	Acquisition	Equity Purchase Agreement between Sandridge Energy, Inc., Sandridge Holdings, Inc. and Fieldwood Energy LLC: Fieldwood purchased all companies listed with their assets which included Offshore and SandRidge Legacy South Texas and South Louisiana assets.
Land	12/4/2013	Extension Request - Slot Rental Agreement	by and between Fieldwood Energy LLC, GOM Shelf LLC and EPL Oil & Gas, LLC - Amends certain Slot Rental Agreement dated 12/26/2012
Land	12/4/2013	Extension Request - Slot Rental Agreement	by and between Fieldwood Energy LLC, GOM Shelf LLC and Apache Shelf Exploration LLC - Amends certain Slot Rental Agreement dated 12/26/2012
Land	12/16/2013	Joint Operating Agreement	TANA EXPLORATION COMPANY LLC AND APACHE CORPORATION
Land	12/28/2013	Well Proposal	Letter proposing well B-19 MP 302 well by and between Fieldwood Energy LLC, GOM Shelf LLC, Apache Corporation and Apache Shelf Exploration LLC
Land	12/30/2013	Withdrawal Agreement	Withdrawal Agreement by and between Fieldwood Energy LLC and Chevron U.S.A. Inc.
Land	1/10/2014	Prospect Proposal	Gilligan & Bingo: Stone offering of prospects to Fieldwood Fieldwood election
Land	1/10/2014	Prospect Proposal	Gilligan & Bingo: Stone offering of prospects to Fieldwood Fieldwood election
Land	2/5/2014	Prospect Proposal	Gilligan & Bingo: Stone requesting extension and fieldwood's election
Land	2/5/2014	Prospect Proposal	Gilligan & Bingo: Stone requesting extension and fieldwood's election
Land	3/1/2014	Acquisition	by and between Fieldwood Energy Offshore LLC and Black Elk Energy Offshore Operations, LLC: Leases where Fieldwood was the operator and Black Elk held interest. Exception is ST 53 where Black Elk was the Operator.
LAND	3/1/2014	Contract Operating Agreement	ST 320 Contract Operating Agreement dtd 3-1-14
Land	3/13/2014	Casing Point Election Letter MP 302 B-19 Well	by and between Fieldwood Energy LLC, GOM Shelf LLC and Apache Shelf Exploration LLC: Proposal to run casing and election by Apache
Land	3/13/2014	Contract Operations Agreement	Pursuant to change in operatorship per that PSA btw SandRidge and Black Elk
Land	3/24/2014	Prospect Proposal	Gilligan & Bingo: Stone requesting extension and fieldwood's election
Land	3/24/2014	Prospect Proposal	Gilligan & Bingo: Stone requesting extension and fieldwood's election
Land	3/28/2014	Prospect Proposal	Proposal Amendment and Various requests for extension from Stone and election by Fieldwood
Land	3/28/2014	Prospect Proposal	Proposal Amendment and Various requests for extension from Stone and election by Fieldwood
Land	4/1/2014	FO	Proposal Amendment and Various requests for extension from Stone and election by Fieldwood Farmout Agreement: OCS-G 13576: East Cameron Block 71 (Limited to the NE/4 of the block and a Contract Area created to include the Farmout Area and EC 58 S/2)
Land	4/16/2014	Settlement Agreement and Release	Settlement Agreement and Release - SS 198/VR 369/VR 408/ SP 8/13
Land	4/23/2014	Letters of No Objection	Letters of No Objection, Lease & Pipeline Crossings: Applies to ST 276, 296 & 311, includes indemnification
Land	4/28/2014	Letter Agreement	Letter Agreement, dated April 28, 2014, between Chevron U.S.A. Inc. and Samson Contour Energy E&P, LLC, regarding Main Pass 77 Oil Imbalance Claim
Land	5/2/2014	Letter Agreement Well Proposal	Set forth the agreement between Apache Shelf and Fieldwood for the drilling of the EI 126 A-5 well
Land	6/1/2014	Acquisition	by and between Fieldwood Energy Offshore LLC, NW Pipeline, Inc. and Northwestern Mutual Life Ins. Co:HIPS 13-III
LAND	6/1/2014	Memorandum of OA and Financing Statement	Heron Prospect MOA amd. No.2 6-1-14
Land	7/2/2014	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and Castex Offshore, Inc. : Fieldwood Divestiture of HI 116 Platform and pipelines
Land	7/21/2014	Contract Operation Agreement	Castex is named as operator of HI 167 Platform
Land	8/7/2014	Recompletion Proposal Election	MP 259 A-7 Recompletion Proposal Election: McMoran elects not to participate in A-7 well to Tex W-5 Sand
Land	8/15/2014	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and W & T Offshore, Inc. : Assignment of interest in HI 129#16 well
Land	8/15/2014	Letter Agreement	by and between Fieldwood Energy LLC and W & T Offshore, Inc. : RE: High Island 129 No. 12 Well Assignment
Land	10/1/2014	Divestiture	by and between Fieldwood Energy Offshore LLC, Renaissance Offshore LLC and Apache Corporation: Assignment of Contractual interest Main Pass 76 SL 13287 #1 Well
Land	10/15/2014	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, Prime Offshore L.L.C., Tammany Oil and Gas LLC and Castex Offshore, Inc.

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Land	11/5/2014	Request for extneion of Timely Operations	MP 259 A-7 Recompleton Request for extneion of Timely Operations: Request timely operations extension for propoed A-7 well
Land	11/7/2014	Stipulation of Interest and Corrective Assignment	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Apache Offshore Petroleum Limited Partnership and Apache Corporation
Land	11/7/2014	Stipulation of Interest and Corrective Assignment	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Apache Offshore Petroleum Limited Partnership and Apache Corporation
Land	11/7/2014	Stipulation of Interest and Corrective Assignment	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Apache Offshore Petroleum Limited Partnership and Apache Corporation
Land	11/7/2014	Stipulation of Interest and Corrective Assignment	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Apache Offshore Petroleum Limited Partnership and Apache Corporation
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC UNOCAL, and Chevron U.S.A. Inc.: GOM NOIV - Grand Isle/West Delta etc.
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Shell Offshore Inc.: Hickory Unit - GI 110/116
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Japex (U.S.) Corp.: WD 90 & WD 103
LAND	1/13/2015	Letter Agreement	Heron Prospect (MP 295) Letter Agmt 1-13-15
Land	4/1/2015	Assignment of Operating Rights Interest in Oil & Gas Lease	by and between Fieldwood Energy Offshore LLC, Peregrine Oil & Gas, LLC RTR Fund I, L.P., and Hall-Houston Exploration II, L.P.: Assignment of Operating Rights Interest in Oil & Gas Lease - GA 151 Operating Rights
LAND	4/1/2015	Gas Dedication and Gathering Agreement	ST 311 Gas Dedication and Gathering Agreement eff 04012015
LAND	4/1/2015	Liquids Separation, Handling, Stabilization and Redelivery Agreement	ST 311 Liquids Separation, Handling, Stabilization and Redeliv Agreement eff 04012015
LAND	4/1/2015	Liquids Transportation Agreement	ST 311 Liquids Transportation Agreement eff 04012015
Land	4/2/2015	Consent to Disclose Confidential Information	by and between Filedwood Energy LLC, Bandon Oil and Gas, LP and Chevron U.S.A. Inc.: VK 252 Unit Area
Land	4/30/2015	Settlement Agreement and Release	by and between Fieldwood Energy Offshore LLC, Black Elk Energy Offshore Operations LLC and Northstar Offshore Group, LLC:
Land	5/1/2015	Divestiture	by and between Fieldwood Energy LLC and Discovery Producer Services LLC: ST 311 Pipeline Divestiture
Land	5/14/2015	Second Amendment to the Participation Agreement	by and between Fieldwood Energy LLC and Monforte Exploration L.L.C.: Second Amendment to the Participation Agreement OCS-G0786, South Marsh Island Area, Block 48 Offshore Federal Waters
Land	6/15/2015	Election and Designation of Successor Operator Letter	by and between Fieldwood Energy LLC, Chevron U.S.A. Inc., Wichita Partnership, Ltd., W & T Energy VI, LLC and W&T Offshore, L.L.C.: In furtherance of April 14, 2015 letter Areana earned assignment from Chevron Chevron to resign as operator
Land	6/18/2015	Memorandum of Understanding	Pursuant to that certain assignment and bill of sale dated 01/01/2015
Land	6/18/2015	Memorandum of Understanding	Pursuant to that certain assignment and bill of sale dated 01/01/2015
Land	6/29/2015	Settlement	by and between Fieldwood Energy LLC and Discovery Producer Services LLC: ST 311 Pipeline Divestiture
Land	6/30/2015	Consent to Assign	Consent to Assign ROW - Martin O. Miller II, LLC Sec. 11, T155-R6W Cameron Parish LA
Land	7/1/2015	Settlment Agreement and Release	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, ENI Petroleum US LLC and ENI US Operating Co. Inc.: SS 249 D-5 RIG Incident
LAND	7/2/2015	Bill of Sale, Assignment and Assumption Agreement	By and between Walter Oil & Gas Corporation, Castex Offshore, Inc., Fieldwood Energy LLC and Apache Shelf Exploration LLC as "Seller" and Discovery Producer Services LLC as "Buyer"
LAND	7/10/2015	Termination of Farmout Agreement	MP 295 9-18-2012 Farmout Termination Ltr dtd 7-10-15
Land	8/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: MP 27, 78 and VK 251, 252, 340 Fields
Land	8/3/2015	Release and Settlement Agreement	Release and Settlement Agreement by and between Fieldwood Energy Offshore and Browning Offshore Partners, Inc.
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/9/2015	Supplemental Bonding Agreement	by and between Fieldwood Energy LLC, SEO A LLC, Stone Energy Corporation and Stone Energy Offshore, L.L.C.: Fieldwood will apply own Supp Bonding
Land	9/9/2015	Transmittal of Supplemental Bonding	by and between Fieldwood Energy LLC and Stone Energy Corporation: Stone acknowledgement of receipt of Bond
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	9/17/2015	Election and Designation of Successor Operator Letter	In furtherance of April 14, 2015 and June 15, 2015 letters, Areana earned assignment from Chevron Chevron to resign as operator, clarifying Working Interests, etc.
Land	10/15/2015	Release and Settlement Agreement	by and between Fieldwood Energy LLC and Fairways Offshore Exploration, Inc.: Release and Settlement Agreement
Land	10/19/2015	Contract Operations Agreement	by and between Fieldwood Energy LLC and Helis Oil and Gas Company L.L.C.: Contract Operations Agreement #18 Helis well
Land	11/19/2015	Production Handling Agreement SM10	PHA between Fieldwood and Byron for Byron's SM 6 production
Land	12/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC, ENI US Operating Inc., and ENI Petroleum US LLC: GA 151, SS 246, SS 247, SS 248, SS 249, SS 270, SS 271, VR 78, VR 313, WC 72, WC 100, WC 130
Land	12/1/2015	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, ENI US Operating Inc. and ENI Petroleum US LLC: Release and Settlement Agreement
Land	2/2/2016	Correction Assignment	by and between Fieldwood Energy LLC and Chevron U.S.A. Inc.: Correction Assignment of Operating Rights EI 353
Land	2/22/2016	Withdrawal Election	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Hall-Houston Exploration IV, L.P. and GOM Offshore Exploration I, LLC: Hall Houston withdrawal Election
Land	3/1/2016	Ratification and Amendment to Farmout Agreement	by and between Fieldwood Energy LLC, Walter Oil and Gas Corporation and Cairn Energy USA: Ratify and amend that certain Farmout dated 12/31/1984
Land	3/2/2016	Withdrawal Agreement	by and between Fieldwood Energy LLC and Hall-Houston Exploration IV, L.P.: Hall Houston withdrawal Agreement
Land	3/11/2016	Waiver of Confidentiality and Consent to Disclose	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: applies to HIE 129 and ST 229
Land	4/13/2016	Recommendation to Add Compression Services	by and between Fieldwood Energy LLC, Chevron U.S.A. Inc., Peregrine Oil and Gas II, LLC and Castex Offshore, Inc.: Requests change to compression standards in that certain Processing & Contract Operating Services Agreement dated 07/01/2011
Land	4/25/2016	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Peregrine Oil & Gas, LP and Peregrine Oil & Gas II, LLC: Release and Settlement Agreement
Land	5/31/2016	Election to Continue or Cease Compression Services	by and between Fieldwood Energy LLC, Chevron U.S.A. Inc., Peregrine Oil & Gas II, LLC and Castex Offshore, Inc.: increases to continue compression services past original test period
Land	6/29/2016	Election to elect out of Badger Tax Partnership	by and between Fieldwood Energy LLC, Chevron U.S.A. Inc., Peregrine Oil & Gas II, LLC and Castex Offshore, Inc.:
Land	7/1/2016	Acquisition	by and between Fieldwood Energy LLC and Monforte Exploration, LLC: 3% ORRI SM 48 E wells
Land	7/1/2016	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and All Aboard Development Corporation: Assignment All Aboard to Fieldwood
Land	7/8/2016	Letter Agreement	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: Fieldwood's response to W&T Letter Agreement - HI 129 #16 Well - Final Agreement
Land	7/21/2016	Contract Operations Agreement	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: Contract Operating Agreement eff. 7-21-16
Land	7/21/2016	Contract Operations Agreement	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: Contract Operating Agreement - #16 well
Land	8/1/2016	Letter Agreement	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: RUE No. OCS-G 22052 for MP 154 surface wells used as disposal wells for VK 252 Unit
Land	8/1/2016	Letter Agreement	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: RUE No. OCS-G 22052 for MP 154 surface wells used as disposal wells for VK 252 Unit
Land	8/4/2016	Letter of No Objection	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: submitted new RUE to rplace OCS -G 22052, consent by chevron to issuance of new RUE
Land	8/4/2016	Letter of No Objection	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: submitted new RUE to rplace OCS -G 22052, consent by chevron to issuance of new RUE
Land	8/25/2016	Amendment and Ratification of Production Handling Agreement	by and between Fieldwood Energy LLC, CL&F Resources, LP, Houston Energy LP., Helis Oil and Gas Company LLC and W&T Offshore, Inc.: Amendment and Ratification of Production Handling Agreement (High Island, East Addition Block 129)

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Land	9/13/2016	Agreement for Payment of Insurance Charges	by and between Fieldwood Energy LLC and Monforte Exploration L.L.C.: Fieldwood agrees to pay Monforte's insurance charges
Land	10/1/2016	ABOS	by and between Fieldwood Energy Offshore LLC and GS E&R America Offshore, LLC:
Land	11/9/2016	Confidentiality Agreement	Confidentiality Agreement:BY AND BETWEEN FIELDWOOD ENERGY LLC AND LLOG EXPLORATION OFFSHORE, L.L.C.
Land	11/21/2016	Offer to Purchase	by and between Fieldwood Energy Offshore LLC and GS E&R America Offshore, LLC: Offer to Purchase GS E & R America Offshore, LLC's interest in GI 94, SS 79, VR 332 and WD 34
Land	12/14/2016	Surrender of Interest Agreement	by and between Fieldwood Energy LLC and All Aboard Development Corporation: All Aboard Development Corp. surrender of interest
Land	1/1/2017	Acquisition	by and between Fieldwood Energy Offshore LLC and GOM Offshore Exploration I, LLC: SS 176 Lease, Well and facilities
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	3/1/2017	Reimbursement Agreement	by and between Fieldwood Energy LLC, W & T Offshore, Inc., Renaissance Offshore LLC, Transcontinental Gas Pipe Line and Chevron U.S.A. Inc.: Transco Facilities Subseq Modification - Shell owned ST 300 Platform
Land	3/27/2017	Offshore Tie-in Agreement	by and between Fieldwood Energy Offshore LLC, Fieldwood Energy LLC and Amberjack Pipeline Company LLC: Consent of PSA between Empire and Amberjack subject to addendum
Land	3/30/2017	Letter of No Objection	Fieldwood agreed to COX request/letter of no objection to allow cox to produce its EI 64# 9 well. Fieldwood is the operator of SW/4 of EI 53
Land	6/8/2017	Bill of Sale and Assumption Agreement	by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering, L.L.C.: Manta Ray sells to Fieldood pursuant to reverse of gas flow in ST 295 block to direct flow of gas to ST 292 Platform
Land	6/8/2017	Interconnection and Measurement Agreement	by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering, L.L.C.: Fieldwood desires to connect with Mata Ray's ST 292 platform and piping, etc.
Land	6/8/2017	Lease of Offshore Platform Space - ST 292 Platform	by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering, L.L.C.:
Land	7/28/2017	Indemnity and Release Agreement	by and between Fieldwood Energy LLC and Chevron U.S.A. Inc.: Chevron sold to Cantium and needed DOO from Fieldood, Fieldwood required this Agreement to allow DOO
Land	8/1/2017	ABOS	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC:
Land	8/1/2017	ABOS	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC:
Land	8/1/2017	ABOS	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC:
LAND	9/15/2017	Memorandum of OA and Financing Statement	ST 311 320 UCC, Mortgage and Conveyance
LAND	9/15/2017	Offshore Operating Agreement	ST 311-320 JDA Offshore Operating Agreement dtd 9-15-17, as amended
LAND	9/15/2017	Participation Agreement	ST 311-320 JDA Participation Agreement dtd 9-15-17
Land	9/19/2017	Offer to Purchase	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC: Offer to Purchase SCL Resources, LLC's interest in GI 94, SS 79, VR 332 and WD 34
Land	11/7/2017	Modification to PHA	Enhancement and modification to test separator MBD -4010 at HI 547 B Platform - PHA Agreement dated May 8, 1998
Land	4/6/2018	Notification of Withdrawal - WC 269	Withdrawal Election
Land	4/17/2018	Amendment	by and between Fieldwood Energy LLC and Arena Energy, LP: Amendment to Production Handling Service Agreement dated May 8, 1988
Land	5/1/2018	Assignment Conveyance and Bill of Sale	By and between Fieldwood Energy LLC, Peregrine Oil & Gas II, LLC and Castex Offshore, Inc. as "Assignor" and Northstar Offshore Ventures LLC as "Assignee"
Land	5/15/2018	Divestiture	Divestiture of Interests in Mustang Island to TR Offshore. L.L.C.
Land	6/1/2018	Property Exchange Agreement	Property Exchange Letter Agreement dated June 1, 2018 - BS 25 (OCS-G 31442; St. of LA Lease No. 19718) EI Area, South Addition, North Half of Block 315 (OCS-G 24912) Offshore Louisiana
Land	6/14/2018	Performance Bond	Sanare Energy Partners, LLC is the new principal replacing Northstar Offshore Ventures LLC
Land	7/11/2018	Assignment of Operating Interest	Assignment of Operating Rights Interest from Apache to Fieldwood and GOM Shelf
Land	7/23/2018	Amendment to Property Exchange Agreement	Amendment to Property Exchange Letter Agreement dated June 1, 2018 - BS 25 (OCS-G 31442; St. of LA Lease No. 19718) EI Area, South Addition, North Half of Block 315 (OCS-G 24912) Offshore Louisiana
Land	8/1/2018	Acquisition	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech's interest in the SS 271 Unit (SS 247,248,249)
Land	8/1/2018	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdraws from SS 271 Unit
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Assignment and Bill of Sale
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Assignment and Bill of Sale
Land	8/8/2018	Take Over Election Letter Agreement	In accordance with certain Farmout Agreements dated 12/17/2002, 05/19/2003 and 02/13/2004, Fieldwood elects to decline
Land	8/13/2018	Confidentiality Agreement	Confidentiality Agreement: GOM SHELF - DEEPWATER PROPERTIES
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdrawal and settlement
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdrawal and settlement
Land	10/1/2018	Acquisition	Assignment of Hall-Houston overriding royalty interest in SS 176
Land	10/18/2018	Abandonment Agreement	pursuant to that certain PHA for MC 496 produced at SP B Platform dated 11/1/2002
Land	12/4/2018	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Byron Energy Inc.
Land	12/10/2018	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Exxon Mobil Corporation
Land	12/20/2018	Letter of Intent	by and between Fieldwood Energy LLC and TR Offshore. L.L.C.: Contemplation of Contract Operating Agreement, Transportation Agreement
Land	2/4/2019	Termination of Exchange Agreement	Termination of Property Exchange Letter Agreement dated June 1, 2018 - BS 25 (OCS-G 31442; St. of LA Lease No. 19718) EI Area, South Addition, North Half of Block 315 (OCS-G 24912) Offshore Louisiana
LAND	2/22/2019	Exploration Agreement Letter	APA - EXOI MP 295 Side Ltr Agrmt dtd 2-22-13
Land	3/5/2019	Relinquishment	by and between GOM Shelf LLC and Arena Energy, LP: Relinquishment of OCS G0978
Land	3/19/2019	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and ANKOR
Land	3/19/2019	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Sa nare
Land	4/1/2019	PHA Amendment	First Amendment to that certain Production Handling Agreement, dated September 1, 2009 - Eugene Island 224 "A" Platform - Federal Offshore Louisiana

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Land	5/1/2019	Confidentiality Agreement	Confidentiality Agreement: BY AND BETWEEN FIELDWOOD ENERGY LLC AND CIBCO RESOURCES, LLC
Land	5/16/2019	Letter Agreement	by and between Fieldwood Energy LLC and Panther Pipeline, LLC: Letter Agreement Matagorda Operating Agreement MI 518/519 with regard to natural gas pipeline work.
Land	6/10/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and TRANSCONTINENTAL GAS PIPELINE COMPANY: Confidentiality Agreement:
Land	7/25/2019	Letter Agreement OCS-G 14535 JB1572 Well	Pursuant to that certain Farmout dated 12/17/2002. Reassignment to Arena and P&A liability
LAND	7/25/2019	Exploration Agreement	Exploration Venture Agreement by and between Fieldwood Energy LLC and Juneau Oil & Gas LLC (terminated 6-23-20)
Land	11/5/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and W&T OFFSHORE, INC: Confidentiality Agreement:
LAND	11/5/2019	Transfer Notice	
Land	11/8/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and PROMETHEAN ENERGY CORPORATION: Confidentiality Agreement:
Land	11/8/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and ROC OIL PTY LTD: Confidentiality Agreement:
Land	11/12/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and CASTEX ENERGY, INC: Confidentiality Agreement:
Land	11/14/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and COX OIL OFFSHORE, LLC: Confidentiality Agreement:
Land	11/21/2019	Withdrawal Agreement	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: W&T Withdrawal from EC 2 SL 18121 - W&T did not prepay abandonment
Land	11/21/2019	Letter Agreement	Letter Agreement SS 198 J-11 Well zone shift: Zone shift recommended and election from HO to HG sand by and between GOM Shelf Offshore LLC and Talos Energy Offshore LLC
Land	11/21/2019	Letter Agreement	Letter Agreement SS 198 J-11 Well zone shift: Zone shift recommended and election from HO to HG sand by and between GOM Shelf Offshore LLC and Renaissance Offshore LLC
Land	12/10/2019	Non-Consent	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: W&T Non-consent lease saving operation on EC 2 SL 18121 for failure to respond to lease number FW194042
Land	12/12/2019	Purchase of Pipeline ROW OCS-G 14731 Seg. No. 10406	by and between Fieldwood Energy LLC and Monforte Exploration L.L.C.: SS 274 A Platform to EI 259 A Platform
Land	1/22/2020	Confidentiality Agreement	by and between Fieldwood Energy LLC and WERRUS AQUAMARINE, LLC: Confidentiality Agreement:
Land	1/27/2020	Acquisition	by and between Fieldwood Energy LLC, Castex Offshore, Inc., GOME 12711 LLC and Dorado Deep GP, LLC: Assignment of interest in MP 275 A-3 Well
Land	3/2/2020	Confidentiality Agreement	Confidentiality Agreement BY AND BETWEEN FIELDWOOD ENERGY LLC AND ODYSSEY PIPELINE LLC = MP 289 "C" PF
Land	3/4/2020	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Arena Energy
Land	01/01/1994, 04/08/1994	Unit Operating Agreement	Unit Operating Agreement by and between CNV Producing Company, Columbia Gas Development Corporation, Total Minatome Corporation, Energy Development Corporation, Murphy Exploration and Production Company and Anadarko Petroleum Corporation; and Forest Oil Corporation and Timbuck Company/The Hat Creek Production Company, Limited Partnership (referred to as "Override Parties")
Land	12/31/2013	First Amendment to the Participation Agreement	First Amendment to the Participation Agreement OCS-G0786, South Marsh Island Area, Block 48 Offshore Federal Waters
Pipeline Transport	10/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Arena Offshore LP and Arena Offshore LP
Pipeline Transport	10/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Arena Offshore LP and Arena Offshore LP
Pipeline Transport	10/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Arena Offshore LP and Arena Offshore LP
Pipeline Transport	7/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	7/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	7/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	6/3/2015	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	6/3/2015	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	6/3/2015	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	7/8/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Tana Exploration Company, LLC and Tana Exploration Company, LLC
Pipeline Transport	7/8/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Tana Exploration Company, LLC and Tana Exploration Company, LLC
Pipeline Transport	7/8/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Tana Exploration Company, LLC and Tana Exploration Company, LLC
Pipeline Transport	8/1/2015	Cheetah Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Talos Energy Offshore, LLC and Talos Energy Offshore, LLC
Pipeline Transport	8/1/2015	Cheetah Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Talos Energy Offshore, LLC and Talos Energy Offshore, LLC
Pipeline Transport	11/12/2013	THROUGHPUT CAPACITY LEASE AND TIE IN AGREEMENT	Capacity Agreement by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation
Pipeline Transport	12/1/2018	EWING BANK FLOWLINE THROUGHPUT CAPACITY LEASE AGREEMENT	Capacity Agreement by and between Fieldwood and Apache Shelf Exploration LLC and Apache Shelf Exploration LLC
Pipeline Transport	12/1/2018	EWING BANK FLOWLINE THROUGHPUT CAPACITY LEASE AGREEMENT	Capacity Agreement by and between Fieldwood and W & T OFFSHORE INC and W & T OFFSHORE INC
Pipeline Transport	12/1/2018	EWING BANK FLOWLINE THROUGHPUT CAPACITY LEASE AGREEMENT	Capacity Agreement by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation
Pipeline Transport	2/2/1996	GATHERING AGREEMENT	Gathering Agreement by and between Fieldwood and CMA Pipeline and CMA Pipeline
Pipeline Transport	9/30/2015	AMENDMENT TO GATHERING AGREEMENT	Gathering Agreement by and between Fieldwood and CMA PIPELINE PARTNERSHIP, LLC and CMA PIPELINE PARTNERSHIP, LLC
PHA SS182/SS170	5/1/2013	PRODUCTION HANDLING AGMT	PHA by and between Fieldwood and BOIS D'ARC EXPLORATION, LLC and BOIS D'ARC EXPLORATION, LLC
PHA EI316A/EI 315C	7/14/2008	PRODUCTION HANDLING AGMT	PHA EI 3316A/EI 315C by and between Fieldwood and TANA EXPLORATION COMPANY LLC and TANA EXPLORATION COMPANY LLC
PHA for EB165A/EB430	9/30/2004	PRODUCTION HANDLING AGMT	PHA for EB165A/EB430 by and between Fieldwood and WALTER OIL & GAS CORPORATION and WALTER OIL & GAS CORPORATION
PHA for SP108/ST72	12/1/2014	PRODUCTION HANDLING AGMT	PHA for SP108/ST72 by and between Fieldwood and WALTER OIL & GAS CORPORATION and WALTER OIL & GAS CORPORATION
PHA GI 116A/ST 229	6/1/2005	PRODUCTION HANDLING AGMT	PHA for GI 116A/ST229 by and between Fieldwood and W & T OFFSHORE INC and W & T OFFSHORE INC
PHA SS178A/SS1777A-45T	8/25/1998	PRODUCTION HANDLING AGMT	PHA SS178A/SS1777A-45T by and between Fieldwood and W & T OFFSHORE INC and W & T OFFSHORE INC
PHA MP 310A/MP 315	11/30/2015	PRODUCTION HANDLING AGMT	PHA MP 310A/MP315 by and between Fieldwood and TALOS ENERGY OFFSHORE, LLC and TALOS ENERGY OFFSHORE, LLC
PHA MP 310A/MP 315	11/30/2015	PRODUCTION HANDLING AGMT	PHA MP 310A/MP315 by and between Fieldwood and HE&D OFFSHORE LP and HE&D OFFSHORE LP
Service Agreements	4/1/2009	SERVICE CONTRACT	Allocation of quality bank by and between Fieldwood and Allocation Specialists, LLC and Allocation Specialists, LLC
LEASE OF PLATFORM SPACE	2/1/1990	Access and Right of Use Agreement 3/1/2020 - 2/28/2021	A-LOPS-WD075 by and between Fieldwood and American Panther, LLC and American Panther, LLC
LEASE OF PLATFORM SPACE	10/10/1984	Platform Space Rental Agreement SMI 268A Platform 10/01/2020 - 11/30/2021	A-LOPS- SM268A by and between Fieldwood and American Panther, LLC and American Panther, LLC
LEASE OF PLATFORM SPACE	11/29/2009	Amendment to Lease of Platform Space Agreement Main Pass 289 C8/1/2020 - 7/31/2021(Horn Mountain)	A-LOPS-MP289C(Horn Mountain) by and between Fieldwood and Anadarko US Offshore LLC and Anadarko US Offshore LLC
LEASE OF PLATFORM SPACE	7/12/2016	Marathon Pipeline Facilities Exxon's vermilion Block 265 Platform A	A-LOPS-AccessSvc by and between Fieldwood and East Cameron Gathering LLC and East Cameron Gathering LLC

LEASE OF PLATFORM SPACE	4/15/1988	Amendment of SMI Gathering System (Vermillion Block 265 Platform) Access and Services Agreement1/1/2020 - 12/31/2020	Annual LOPS-VR 265 P/F-A-DRL by and between Fieldwood and Crimson Gulf Accounts Payable and Crimson Gulf Accounts Payable
LEASE OF PLATFORM SPACE	8/1/1996	Lease of Platform Space5/1/2020 - 4/30/2021	A-LOPS-ODYSSEY by and between Fieldwood and Shell Pipeline Company LP and Shell Pipeline Company LP
LEASE OF PLATFORM SPACE	11/1/2001	Lease of Platform Space11/1/2020 - 10/30/2021	A-LOPS-SM128SA2 by and between Fieldwood and Shell Pipeline Company LP and Shell Pipeline Company LP
LEASE OF PLATFORM SPACE	4/27/1977	FIRST AMENDMENT AND RATIFICATION TO TIE-IN SERVICE AGREEMENT04/01/2020-3/31/2021	A-LOPS-MP288-MP289FWE0240 by and between Fieldwood and Stone Energy Corporation and Stone Energy Corporation
LEASE OF PLATFORM SPACE	11/15/1996	Lease of Platform Space Agreement	A-LOPS-RAM POWELL by and between Fieldwood and Stone Energy Corporation and Stone Energy Corporation
LEASE OF PLATFORM SPACE	10/25/1985	PLATFORM SPACE AGREEMENT10/25/2020 - 9/24/2021	A-LOPS-SP898 by and between Fieldwood and Texas Eastern Transmission and Texas Eastern Transmission
LEASE OF PLATFORM SPACE	3/1/1980	4/1/2020 - 3/31/2021	A-LOPS-HI179A by and between Fieldwood and Transcontinental Gas Pipeline Corporation and Transcontinental Gas Pipeline Corporation
LEASE OF PLATFORM SPACE	9/5/1981	Receipt and Measurement Facility LOPS EI Block 158 Platform4/1/2020 - 3/31/2021	A-LOPS-EI158B by and between Fieldwood and Transcontinental Gas Pipeline Corporation and Transcontinental Gas Pipeline Corporation
LEASE OF PLATFORM SPACE	9/15/1981	Receipt and Measurement Facility LOPS EI Block 135 "JA" Platform4/1/2020 - 3/31/2021	A-LOPS-EI136JA by and between Fieldwood and Transcontinental Gas Pipeline Corporation and Transcontinental Gas Pipeline Corporation
LEASE OF PLATFORM SPACE	7/1/1997	Lease of Offshore Platform Space Gas Measurement Facility, Pipeline Rise, Liquids Scrubber Facility 3/01/2020 - 2/28/2021	A-LOPS-SM128 by and between Fieldwood and Trunkline Gas Company LLC and Trunkline Gas Company LLC
LEASE OF PLATFORM SPACE	3/1/1998		A-LOPS-55354A by and between Fieldwood and Williams Field Services and Williams Field Services
LEASE OF PLATFORM SPACE	11/29/2001	03/01/2020 - 02/28/2021	A-LOPS- MP289C by and between Fieldwood and W & T OFFSHORE INC and W & T OFFSHORE INC
LEASE OF PLATFORM SPACE	11/29/2001	LEASE OF PLATFORM SPACE	ANA103-LOPS (Horn Mountain Monthly) by and between Fieldwood and Anadarko US Offshore LLC and Anadarko US Offshore LLC
LEASE OF PLATFORM SPACE	12/21/2002	PLATFORM OPERATIONS AGMT	ARE101-LOPS - PL25 by and between Fieldwood and ARENA OFFSHORE LP and ARENA OFFSHORE LP
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BR1116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BR1116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BR1116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BR1116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	1/1/2018	SERVICES CONTRACT	EAS101 VR265ADRL by and between Fieldwood and EAST CAMERON GATHERING LLC and EAST CAMERON GATHERING LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	4/28/2009	LEASE OF PLATFORM SPACE	ROT101-LOPS EI 189P/F B by and between Fieldwood and Rotocraft Leasing Company, LLC and Rotocraft Leasing Company, LLC
LEASE OF PLATFORM SPACE	4/28/2009	LEASE OF PLATFORM SPACE	ROT101-LOPS MATAGORDA ISLAND 622C by and between Fieldwood and Rotocraft Leasing Company, LLC and Rotocraft Leasing Company, LLC
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-1 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-2 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-3 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-4 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-5 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-6 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-7 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-8 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-9 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-12 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-12 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-13 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-17 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-18 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-12 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-14 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-15 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-15 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-16 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-20 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-24 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-25 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-26 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	4/15/1968	LEASE OF PLATFORM SPACE	KIN129-LOPS by and between Fieldwood and KINETICA DEEPWATER EXPRESS, LLC and KINETICA DEEPWATER EXPRESS, LLC
LEASE OF PLATFORM SPACE	6/14/2000	FACILITIES OPERATING AND MAINTENANCE AGMT	WIL174 OP&M FEE-VK251A by and between Fieldwood and WILLIAMS FIELD SERVICES and WILLIAMS FIELD SERVICES
PRODUCTION HANDLING AGMT (JIB)-2	1/1/2007	PRODUCTION HANDLING AGREEMENT	PHA E1312-SM142 by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC
PRODUCTION HANDLING AGMT (JIB)-2	1/1/2007	PRODUCTION HANDLING AGREEMENT	PHA E1312-SM142 by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC
PRODUCTION HANDLING AGMT (JIB)-3	3/1/2007	PRODUCTION HANDLING AGREEMENT	PHA PLO09-PL010B by and between Fieldwood and MCMORAN OIL & GAS LLC and MCMORAN OIL & GAS LLC
PRODUCTION HANDLING AGMT (JIB)-3	3/1/2007	PRODUCTION HANDLING AGREEMENT	PHA PLO09-PL010B by and between Fieldwood and RIDGEWOOD ENERGY CORPORATION and RIDGEWOOD ENERGY CORPORATION
PRODUCTION HANDLING AGMT (JIB)-3	3/1/2007	PRODUCTION HANDLING AGREEMENT	PHA PLO09-PL010B by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and MP GULF OF MEXICO, LLC and MP GULF OF MEXICO, LLC
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and MP GULF OF MEXICO, LLC and MP GULF OF MEXICO, LLC
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-5	6/9/2008	JIB PHA EC 2C/EC2#1	PHA EC002-EC002C by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-5	6/9/2008	JIB PHA EC 2C/EC2#1	PHA EC002-EC002C by and between Fieldwood and C/O FAIRFIELD-MAXWELL LTD and C/O FAIRFIELD-MAXWELL LTD
PRODUCTION HANDLING AGMT (JIB)-5	6/9/2008	JIB PHA EC 2C/EC2#1	PHA EC002-EC002C by and between Fieldwood and HILCORP ENERGY 1 LP and HILCORP ENERGY 1 LP
PRODUCTION HANDLING AGMT (JIB)-6	5/1/2012	JIB PHA EI 354#A6/EI337A10	PHA EI354-EI337A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-6	5/1/2012	JIB PHA EI 354#A6/EI337A10	PHA EI354-EI337A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-6	5/1/2012	JIB PHA EI 354#A6/EI337A10	PHA EI354-EI337A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-7	1/1/2001	PHA VK694-MP0259A-FWE0313	PHA EI354-EI337A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-7	1/1/2001	PHA VK694-MP0259A-FWE0313	PHA VK694-MP0259A-FWE0313 by and between Fieldwood and MCMORAN OIL & GAS LLC and MCMORAN OIL & GAS LLC
PRODUCTION HANDLING AGMT (JIB)-7	1/1/2001	PHA VK694-MP0259A-FWE0313	PHA VK694-MP0259A-FWE0313 by and between Fieldwood and PIQUANT INC and PIQUANT INC
PRODUCTION HANDLING AGMT (JIB)-7	1/1/2001	PRODUCTION HANDLING AGREEMENT	PHA VK694-MP0259A-FWE0313 by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-7	1/1/2001	PRODUCTION HANDLING AGREEMENT	PHA VK694-MP0259A-FWE0313 by and between Fieldwood and MCMORAN OIL & GAS LLC and MCMORAN OIL & GAS LLC
PRODUCTION HANDLING AGMT (JIB)-8	10/1/2002	PRODUCTION HANDLING AGREEMENT	PHA ST205-ST206A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-8	10/1/2002	PRODUCTION HANDLING AGREEMENT	PHA ST205-ST206A by and between Fieldwood and FWE and FWE

PRODUCTION HANDLING AGMT (IJB)-8	10/1/2002	PRODUCTION HANDLING AGREEMENT	PHA ST205-ST206A by and between Fieldwood and MARATHON OIL COMPANY MARATHON OIL COMPANY	an
PRODUCTION HANDLING AGMT (IJB)-9	9/1/2002	FLOWLINE USE AGREEMENT	PHA VK694-MP0259A-FWE0317 by and between Fieldwood and FWE and FWE	
PRODUCTION HANDLING AGMT (IJB)-9	9/1/2002	FLOWLINE USE AGREEMENT	PHA VK694-MP0259A-FWE0317 by and between Fieldwood and MCMORAN OIL & GAS LLC and MCMORAN OIL & GAS LLC	
PRODUCTION HANDLING AGMT (IJB)-9	9/1/2002	FLOWLINE USE AGREEMENT	PHA VK694-MP0259A-FWE0317 by and between Fieldwood and PIQUANT INC and PIQUANT INC	
PRODUCTION HANDLING AGMT (IJB)-9	9/1/2002	FLOWLINE USE AGREEMENT	PHA VK694-MP0259A-FWE0317 by and between Fieldwood and MCMORAN OIL & GAS LLC and MCMORAN OIL & GAS LLC	
PRODUCTION HANDLING AGMT (IJB)-10	4/28/2014	PRODUCTION HANDLING AGREEMENT	PHA MP312-MP311A by and between Fieldwood and FWE and FWE	
PRODUCTION HANDLING AGMT (IJB)-10	4/28/2014	PRODUCTION HANDLING AGREEMENT	PHA MP312-MP311A by and between Fieldwood and FWE and FWE	
PRODUCTION HANDLING AGMT (IJB)-10	4/28/2014	PRODUCTION HANDLING AGREEMENT	PHA MP312-MP311A by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC	and EPL
PRODUCTION HANDLING AGMT (IJB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA EI342C-EI342C by and between Fieldwood and FWE and FWE	
PRODUCTION HANDLING AGMT (IJB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA EI342C-EI342C by and between Fieldwood and FWE and FWE	
PRODUCTION HANDLING AGMT (IJB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA EI342C-EI342C by and between Fieldwood and TANA EXPLORATION COMPANY LLC and TANA EXPLORATION COMPANY LLC	
PRODUCTION HANDLING AGMT (IJB)-12	4/28/2014	PRODUCTION HANDLING AGREEMENT	PHA MP311B-MP302819 by and between Fieldwood and APACHE SHELF EXPLORATION LLC and APACHE SHELF EXPLORATION LLC	
PRODUCTION HANDLING AGMT (IJB)-12	4/28/2014	PRODUCTION HANDLING AGREEMENT	PHA MP311B-MP302819 by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC	and
PRODUCTION HANDLING AGMT (IJB)-13	4/1/2007	PRODUCTION HANDLING AGREEMENT	RID108101-MP289C-MP275 by and between Fieldwood and RIDGEWOOD ENERGY CORPORATION and RIDGEWOOD ENERGY CORPORATION	
PRODUCTION HANDLING AGMT (IJB)-13	4/1/2007	PRODUCTION HANDLING AGREEMENT	RID108101-MP289C-MP275 by and between Fieldwood and FWE and FWE	
PRODUCTION HANDLING AGMT (IJB)	10/23/2018	AGREEMENT FOR THE GATHERING AND PROCESSING OF MO 826 ("SLEEPING BEAR")	MO826-VK251 by and between Fieldwood and W&T Offshore and W&T Offshore	
PRODUCTION HANDLING AGMT (Non-Op)		PRODUCTION HANDLING AGREEMENT	ST 320 A-S5T1 by and between Fieldwood and W&T Offshore, Inc. and W&T Offshore, Inc.	
PRODUCTION HANDLING AGMT (Non-Op)	6/30/1999	PRODUCTION HANDLING AGREEMENT	MC 108/MC 109 by and between Fieldwood and Talos Energy LLC and Talos Energy LLC	
PRODUCTION HANDLING AGMT (Non-Op)		PRODUCTION HANDLING AGREEMENT	ST 311 A1 by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation	
PRODUCTION HANDLING AGMT (Non-Op)	7/18/2002	PRODUCTION HANDLING AGREEMENT	HIA -582 by and between Fieldwood and Cox Operating, LLC and Cox Operating, LLC	
PRODUCTION HANDLING AGMT (Non-Op)	10/21/2018	PRODUCTION HANDLING AGREEMENT	ST 320 A02 by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation	
PRODUCTION HANDLING AGMT (Non-Op)	5/20/2019	PRODUCTION HANDLING AGREEMENT	ST 320 A03 by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation	
PRODUCTION HANDLING AGMT (Non-Op)	6/13/1996	PRODUCTION HANDLING AGREEMENT	SS 300 B/S301 by and between Fieldwood and W & T Offshore, Inc. and W & T Offshore, Inc.	
PRODUCTION HANDLING AGMT (Non-Op)	6/30/1999	PLATFORM ACCESS, OPERATING SERVICES AND PRODUCTION HANDLING AGREEMENT(ORION)	MC 109/MC110 by and between Fieldwood and Talos Energy and Talos Energy	
PRODUCTION HANDLING AGMT (Non-Op)	5/5/2009	PRODUCTION HANDLING AGREEMENT	SS 189 C-1 by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation	
PRODUCTION HANDLING AGMT (Non-Op)	3/1/2007	PRODUCTION HANDLING AGREEMENT	SM 107 by and between Fieldwood and Talos Energy and Talos Energy	
PRODUCTION HANDLING AGMT (Non-Op)	7/1/2014	PRODUCTION HANDLING AND FACILITY USE AGREEMENT	VR 271 by and between Fieldwood and Castex Offshore Inc and Castex Offshore Inc	
PRODUCTION HANDLING AGMT (Non-Op)	8/1/1997	PRODUCTION HANDLING AGREEMENT	ST 176/ST 148 by and between Fieldwood and Arena Offshore LLC and Arena Offshore LLC	
PRODUCTION HANDLING AGMT (Non-Op)	8/1/1997	PRODUCTION HANDLING AGREEMENT	ST 176/ST 148 by and between Fieldwood and Arena Offshore LLC and Arena Offshore LLC	
CONNECTION AGREEMENT EI 342C	9/17/1986	PIPELINE CONNECTION & OPERATION AGREEMENT EUGENE ISLAND PIPELINE SYSTEM	Interconnect Agreement EI 346 by and between Fieldwood and GEL Offshore Pipeline, LLC and GEL Offshore Pipeline, LLC	
CONNECTION AGREEMENT EI 342C	1/1/2010	RATIFICATION OF & SUPPLEMENT TO PIPELINE CONNECTION AND OPERATION AGREEMENT	Interconnect Agreement EI 346 by and between Fieldwood and GEL Offshore Pipeline, LLC and GEL Offshore Pipeline, LLC	
CONNECTION AGREEMENT EI 342C	8/7/2018	AMENDMENT NO. 1 TO PIPELINE CONNECTION AND OPERATION AGREEMENT	Interconnect Agreement EI 346 by and between Fieldwood and GEL Offshore Pipeline, LLC and GEL Offshore Pipeline, LLC	
CONNECTION AGREEMENT EI 342	10/26/2011	FACILITIES LETTER AGREEMENT	Agreement for Gas Connection at EI 346 by and between Fieldwood and ANR Pipeline Company and ANR Pipeline Company	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco	

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[illegible]

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Marketing Gas - Transport	10/1/2011	IT-Retrograde Transport	SearobinWest Pipeline - sandridge /Dynamic IT Retrograde by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	4/1/2015	FT-2 Discount Letter Agreement	Discovery Gas FT2 Discount letter by and between Fieldwood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission
Marketing Gas - Gathering and Dedication	4/1/2015	Gas Dedication and Gathering Agreement	Discovery Gas Gathering and Gas Dedication by and between Fieldwood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission
Marketing Gas - Transport	1/1/2012	IT Transport Contract - Reserve Dedication and Discount Rate	Stinray - HI 350, WC 144 WC269 \$.10 discount. Reserve Dedication agreement 310074 by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Marketing Gas - Transport	1/1/2012	IT Transport Contract - Reserve Dedication and Discount Rate	Stinray - HI 350, WC 144 WC269 \$.10 discount. Reserve Dedication agreement 310074 by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Marketing Gas - Transport	1/1/2012	IT Transport Contract - Reserve Dedication and Discount Rate	Stinray - HI 350, WC 144 WC269 \$.10 discount. Reserve Dedication agreement 310074 by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Marketing Gas - Transport	1/1/2017	IT-Transport- Discount Letter	Searobin East - Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	1/1/2017	IT-Transport- Discount Letter	Searobin East - Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	1/1/2017	IT-PTR Transport	Searobin East - PTR Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	1/1/2017	IT-PTR Transport	Searobin East - PTR Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-PTR Transport- Discount Letter	Searobin East - PTR Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-PTR Transport- Discount Letter	Searobin East - PTR Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas-Transport	12/17/1997	FT - Transport	Venice Gatheing Firm Transport with Discount \$.05, ST-148 by and between Fieldwood Energy LLC and Venice Gatheering System, L.L.C. and Venice Gatheering System, L.L.C.
Marketing Gas-Transport	8/13/1997	Precedent Agreement for Transportation of Gas and Non-Jurisdictional Services	Venice Gatheing Firm Transport with Discount \$.05, ST-148 by and between Fieldwood Energy LLC and Venice Gatheering System, L.L.C. and Venice Gatheering System, L.L.C.
Marketing Gas-Transport	12/15/1997	Reserve Commitment Agreement	Venice Gatheing Firm Transport with Discount \$.05, ST-148 by and between Fieldwood Energy LLC and Venice Gatheering System, L.L.C. and Venice Gatheering System, L.L.C.
Marketing Gas-Gathering	4/1/2003	IT Transport	GC 45, WD 41 by and between Fieldwood Energy LLC and Venice Gaathering System, L.L.C. and Venice Gaathering System, L.L.C.
Marketing Gas-Gathering	11/1/2010	IT Transport	Venice Gaathering, Max Rate,WD 41 Effective date 11/1/2010 by and between Fieldwood Energy LLC and Venice Gaathering System, L.L.C. and Venice Gaathering System, L.L.C.
Marketing Gas-Gathering	6/14/2000	Gas Gathering Agreement	Gas Gathering Agreement by and between Fieldwood Energy LLC and Carbonate Trend and Carbonate Trend
Marketing-Gas Gathering	6/14/2000	Gas Gathering Agreement	Gas Gathering Agreement. by and between Fieldwood Energy LLC and Carbonate Trend and Carbonate Trend
Marketing-Gas Gathering	9/10/1990	Gas Gathering Agreement	Gathering Agreement - Discount for BA 491 by and between Fieldwood Energy LLC and WFS and WFS
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and
Operating and Management Agreement	Yes the Construction and Operation	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and
Operating and Management Agreement	Yes the Construction and Operation	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and
Operating and Management Agreement	Yes the Construction and Operation	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and
Operating and Management Agreement	Yes the Construction and Operation	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and
Operating and Management Agreement	Yes the Construction and Operation	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and
Operating and Management Agreement	Yes the Construction and Operation	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and
Operating and Management Agreement	Yes the Construction and Operation	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and
Operating and Management Agreement	Yes the Construction and Operation	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and
Operating and Management Agreement	Yes the Construction and Operation	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and

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Operating and Management Agreement	See the Construction and Operation Agreement	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	See the Construction and Operation Agreement	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	See the Construction and Operation Agreement	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	See the Construction and Operation Agreement	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	10/1/1982	Construction, Ownership and Operating Agreement	Governs the Ownership and Operations of the Facility. The Facility is co-owned by two groups, Owners and Producers. Facility assets are owned in three different classes: either solely owned by Owners, co-owned by Owners and Producers or solely owned by Pr by and between Fieldwood Energy LLC and Kinetica Partners LLC and Kinetica Partners LLC
Ownership Agreement	12/2/1985	Ownership Agreement for the Producers' Facility Sabine Pass, as amended	Governs the Ownership and Operations of the Producers' Facility. The Producers' Facility consists of assets owned by Producers, as well as those assets co-owned by the Producers and Owners. Fieldwood, as the designated Producers' Representative, represents th by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	9/26/1982	Venice Dehydration Station Operations and Maintenance Agreement	Provides for the use of the Venice Dehydration Station by the Venice Dehydration Station Owners by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	9/26/1982	Venice Dehydration Station Operations and Maintenance Agreement	Provides for the use of the Venice Dehydration Station by the Venice Dehydration Station Owners by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	9/26/1982	Venice Dehydration Station Operations and Maintenance Agreement	Provides for the use of the Venice Dehydration Station by the Venice Dehydration Station Owners by and between Fieldwood Energy LLC and and
Service Agreement	11/1/2015	South Pass Dehydration Service Agreement as amended	Provides for certain monitoring, maintenance and repairs for the South Pass Dehydration Station on behalf of Owners by and between Fieldwood Energy LLC and Venice Energy Services Company LLC (Targa Resources) and Venice Energy Services Company LLC (Targa Resources)
Service Agreement	11/1/2015	South Pass Dehydration Service Agreement as amended	Provides for certain monitoring, maintenance and repairs for the South Pass Dehydration Station on behalf of Owners by and between Fieldwood Energy LLC and Venice Energy Services Company LLC (Targa Resources) and Venice Energy Services Company LLC (Targa Resources)
Service Agreement	11/1/2015	South Pass Dehydration Service Agreement as amended	Provides for certain monitoring, maintenance and repairs for the South Pass Dehydration Station on behalf of Owners by and between Fieldwood Energy LLC and Venice Energy Services Company LLC (Targa Resources) and Venice Energy Services Company LLC (Targa Resources)
Ownership and Operating Agreement	3/6/1974	Construction and Operating Agreement for Onshore Separation Facility Cameron Parish, Louisiana as amended	Provides for the construction and operation of the onshore separation facility which is connected to the facilities of Stingray Pipeline Company and which separates condensate from the natural gas injected into and transported by Stingray and by between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A

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Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
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Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
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Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Contribution Agreement (LLC formation)	11/2/2010	Contribution Agreement	SP 49 Pipeline LLC (the "Entity"), an limited liability company, was formed on November 2, 2010 by Apache GOM Pipeline, Inc, (succeeded by FW GOM Pipeline, Inc), Energy XXI GOM LLC, and Stone Energy Offshore, LLC (succeeded by Talos Resources LLC). The e by and between Fieldwood Energy LLC and Talos Resources LLC and Energy XXI GOM, LLC and Talos Resources LLC and Energy XXI GOM, LLC
Operating Agreement	11/2/2010	Operating Agreement South Pass Block 49 & Southwest Pass 24 Pipeline System	The Operator is responsible for the entity's operations, accounting, and reporting detailed in the Operating Agreement, including pipeline operation, repair, and maintenance, as well as administrative functions such as paying expenses and maintaining records by and between Fieldwood Energy LLC and
Operating Agreement	11/2/2010	Operating Agreement South Pass Block 49 & Southwest Pass 24 Pipeline System	The Operator is responsible for the entity's operations, accounting, and reporting detailed in the Operating Agreement, including pipeline operation, repair, and maintenance, as well as administrative functions such as paying expenses and maintaining records by and between Fieldwood Energy LLC and
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Construction and Operating Agreement	10/22/1976	Agreement for the Construction and Operation of the Blue Water Gas Plant Acadia Parish, Louisiana	Processing of Owners' gas all in accordance with agreements by and between Fieldwood Energy LLC and EnLink Midstream Operating, LP and EnLink Midstream Operating, LP
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. This Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. This Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. This Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. This Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. This Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Construction, Ownership and Operating Agreement	10/1/1984	Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline. Originating from the EI 361 A Platform to the Bonito Pipeline System by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement	10/1/1984	Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline. Originating from the EI 361 A Platform to the Bonito Pipeline System by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company

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Construction, Ownership and Operating Agreement	10/1/1984	Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline. Originating from the EI 361 A Platform to the Bonito Pipeline System by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement	10/1/1984	Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline. Originating from the EI 361 A Platform to the Bonito Pipeline System by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fielwood) by and between Fieldwood Energy LLC and and
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fielwood) by and between Fieldwood Energy LLC and and
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fielwood) by and between Fieldwood Energy LLC and and
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fielwood) by and between Fieldwood Energy LLC and and
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fielwood) by and between Fieldwood Energy LLC and and
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fielwood) by and between Fieldwood Energy LLC and and
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Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fielwood) by and between Fieldwood Energy LLC and and
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fielwood) by and between Fieldwood Energy LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshore LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshore LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshore LLC and and
Proposed Ownership Agreement	7/11/2009	Letter of Intent Amberjack Pipeline Repair - Mississippi Canyon Block 109 Area and Chevron Pipe Line Company Valve Project - South Pass 50	Proposes that the producers utilizing the Amberjack Pipeline, collectively, "the Producers", become owners in the Amberjack Pipeline. by and between Fieldwood Energy LLC and and
Proposed Ownership Agreement	7/11/2009	Letter of Intent Amberjack Pipeline Repair - Mississippi Canyon Block 109 Area and Chevron Pipe Line Company Valve Project - South Pass 50	Proposes that the producers utilizing the Amberjack Pipeline, collectively, "the Producers", become owners in the Amberjack Pipeline. by and between Fieldwood Energy LLC and and
Proposed Ownership Agreement	7/11/2009	Letter of Intent Amberjack Pipeline Repair - Mississippi Canyon Block 109 Area and Chevron Pipe Line Company Valve Project - South Pass 50	Proposes that the producers utilizing the Amberjack Pipeline, collectively, "the Producers", become owners in the Amberjack Pipeline. by and between Fieldwood Energy LLC and and
Oil Purchase and Sale Agreement/Transport	12/23/1995	Oil Purchase and Sale Agreement Between Anadarko Petroleum Corporation and Texaco Trading and Transportation INC (now Poseidon Oil Pipeline Company LLC)	Crude Oil Purchase and Sale/Transport by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Oil Gathering Agreement	6/1/2003	Oil Gathering Agreement Between Westport Resources Corporation Noble Energy Inc M	Crude Oil Transport. by and between Fieldwood Energy LLC and Manta Ray Gathering Co.,LLC and Manta Ray Gathering Co.,LLC
Oil Purchase and Sale Agreement/Transport	7/15/2003	Oil Purchase and Sale Agreement Between Westport Resources Corporation Mariner Energy Inc Noble Energy Inc and Poseidon Oil Pipeline Company LLC	Crude Oil Purchase and Sale/Transport by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Oil Purchase and Sale Agreement/Transport	4/10/2012	Oil Purchase and Sale Agreement Between Apache Shelf Inc and Poseidon Oil Pipeline Company LLC	Crude Oil Purchase and Sale/Transport by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Oil Gathering Agreement	3/6/2020	Oil Gathering and Reserve Dedication Agreement Between Rosefield Pipeline Company, LLC and Fieldwood Energy LLC as Producer	Crude Oil Transport. by and between Fieldwood Energy LLC and Rosefield Pipeline Company LLC and Rosefield Pipeline Company LLC
Oil Gathering Agreement	3/6/2020	Oil Gathering and Reserve Dedication Agreement Between Rosefield Pipeline Company, LLC and Fieldwood Energy LLC as Producer	Crude Oil Transport. by and between Fieldwood Energy LLC and Rosefield Pipeline Company LLC and Rosefield Pipeline Company LLC

[illegible]

[illegible]

Exhibit I-F

[illegible]

[illegible]

[illegible]

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand	Qt	Total Value	W%	Net Value
North Warehouse	Fieldwood	54401		WH/B42/S1	LINER: PWR CYL		EA			1	3,975.83	100.0%	3,975.83
North Warehouse	Fieldwood	54402		WH/B42/FLR	PSTN/ROD ASSY: 10-1/2", GMWA,		EA			1	15,303.69	100.0%	15,303.69
North Warehouse	Fieldwood	54403		WH/B42/FLR	PSTN/ROD ASSY: 28", GMWA, ROD		EA			1	21,498.05	100.0%	21,498.05
North Warehouse	Fieldwood	54406		WH/B42/S1	PSTN: 18", PISTON, GMVC 1ST STGE		EA			1	19,676.18	100.0%	19,676.18
North Warehouse	Fieldwood	54407		B3/B3/S2	LINER: 2ND STGE CYL		EA			1	2,542.05	100.0%	2,542.05
North Warehouse	Fieldwood	54408		WH/B41/S2	LINER: GMVC 1ST STGE		EA			1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	54409		WH/B37/FL	HD: 2ND STGE CRNKEND		EA			1	4,372.48	100.0%	4,372.48
North Warehouse	Fieldwood	54411		WH/SE Wall/FLR	CRNKSHT: GMVA/GMVC- 12		EA			1	82,650.64	100.0%	82,650.64
North Warehouse	Fieldwood	54412		WH/SE Wall/FLR	CRNKSHT: GMVA/GMVC- 12		EA			2	81,082.47	100.0%	81,082.47
North Warehouse	Fieldwood	54419		B3/B3/S2	PMP: GMVA LUBE OIL		EA			1	5,829.98	100.0%	5,829.98
North Warehouse	Fieldwood	54420		WH/FL	CRSSHD ASSY: GMVA/VC/VH		EA			1	6,095.65	100.0%	6,095.65
North Warehouse	Fieldwood	54421		WH/B41/FL	CRSSHD ASSY: GMVA/VC/VH		EA			1	6,095.65	100.0%	6,095.65
North Warehouse	Fieldwood	54422		WH/FL	CRSSHD ASSY: GMVA/VC/VH		EA			1	7,703.92	100.0%	7,703.92
North Warehouse	Fieldwood	54445		B3/B3/S2	GEAR: GMVC BLOWER DRV		EA			1	3,352.24	100.0%	3,352.24
North Warehouse	Fieldwood	54447		WH/B42/FLR	PSTN/ROD ASSY: 18", 1ST STGE		EA			1	14,956.39	100.0%	14,956.39
North Warehouse	Fieldwood	54448		WH/B42/S1	LINER: 18", 1ST STGE COMPRSSR		EA			1	1,967.62	100.0%	1,967.62
North Warehouse	Fieldwood	54449		WH/B42/S1	LINER: 15", 2ND STGE COMPRSSR		EA			1	1,785.43	100.0%	1,785.43
North Warehouse	Fieldwood	54450		WH/B41/S2	LINER: 9-3/4", 3RD STGE COMPRSSR		EA			1	1,909.90	100.0%	1,909.90
North Warehouse	Fieldwood	54452		B3/B1/S1	GEAR: GMV3-FB, PARTCO BLOWER W/HUB		EA			1	16,032.44	100.0%	16,032.44
North Warehouse	Fieldwood	54456		WH/B42/FLR	PSTN/ROD ASSY: 9-3/4", 3RD STGE		EA			1	2,399.73	100.0%	2,399.73
North Warehouse	Fieldwood	54457		WH/B43/S1	PSTN/ROD ASSY: 9-5/8", GMWA,		EA			1	16,032.44	100.0%	16,032.44
North Warehouse	Fieldwood	54458		WH/B43/FLR	PSTN/ROD ASSY: 17-1/4", GMVA-8 1ST S TGE		EA			1	18,636.17	100.0%	18,636.17
North Warehouse	Fieldwood	54460		B3/B2/FLR	ROD: ALL GMV PWR PISTON		EA			2	1,821.87	100.0%	1,821.87
North Warehouse	Fieldwood	54468		B3/B2/S3	PMP: GMVA H2O W/GSKTS		EA			1	13,481.83	100.0%	13,481.83
North Warehouse	Fieldwood	54469		WH/B41/FLR	CRSSHD ASSY: GMVA/VC/VH		EA			1	13,051.81	100.0%	13,051.81
North Warehouse	Fieldwood	54480		WH/B43/FLR	PSTN/ ROD ASSY: 16-1/4", 2ND STGE,		EA			1	18,408.45	100.0%	18,408.45
North Warehouse	Fieldwood	54481		Bay3/N Wall/FLR	PSTN/ROD ASSY: GMWE PWR.FITS GMWE-12		EA			1	3,223.36	100.0%	3,223.36
North Warehouse	Fieldwood	54486		WH/B43/FLR	PSTN/ROD ASSY: GMWA		EA			1	21,945.24	100.0%	21,945.24
North Warehouse	Fieldwood	56001		WH/B41/S1	BEARING: TLA COMPRSSR RD, BEARING		EA			5	725.83	100.0%	725.83
North Warehouse	Fieldwood	56002		WH/B41/S1	BEARING: TLA MAIN		EA			7	635.76	100.0%	635.76
North Warehouse	Fieldwood	56633		B3/B5B53	KT: RPR CYL, TLA PWR		EA			5	725.10	100.0%	725.10
North Warehouse	Fieldwood	56644		B3/B4/S2	SPRCKT: TLA CRNKSHT		EA			1	6,085.04	100.0%	6,085.04
North Warehouse	Fieldwood	56645		B3/B4/S3	SPRCKT: TLA		EA			1	3,377.74	100.0%	3,377.74
North Warehouse	Fieldwood	56646		B3/B3/S2	SPRCKT: HYD PUMP & DRV		EA			1	2,135.23	100.0%	2,135.23
North Warehouse	Fieldwood	56648		WH/B41/S1	LINE: CYL, TLA 2ND STG		EA			1	7,817.91	100.0%	7,817.91
North Warehouse	Fieldwood	56653		WH/B43/S2, TOP IN BACK	PSTN: TLA 2ND STGE		EA			1	20,689.57	100.0%	20,689.57
North Warehouse	Fieldwood	56654		WH/B44/S1	PSTN: TLA 1ST STGE		EA			1	22,170.79	100.0%	22,170.79
North Warehouse	Fieldwood	56657		B3/B4/FLR	PMP: SHFT, TLA IDLER		EA			1	1,136.85	100.0%	1,136.85
North Warehouse	Fieldwood	56658		B3/B4/S3	PMP: SHFT, TLA DRIVE		EA			1	3,188.27	100.0%	3,188.27
North Warehouse	Fieldwood	56659		B3/B4/S3	PMP: SHFT, TLA WATER PUMP		EA			1	1,789.07	100.0%	1,789.07
North Warehouse	Fieldwood	56663		WH/B41/S2	SHOE: TLA TPE XHD SLIPPER		EA			1	2,514.18	100.0%	2,514.18
North Warehouse	Fieldwood	56695		B3/B4/FLR	NUT: TLA CONNECTING ROD		EA			4	397.17	100.0%	397.17
North Warehouse	Fieldwood	56744		B3/B4/FLR	GEAR: TLA BULL TIMING CNTRL		EA			1	1,898.39	100.0%	1,898.39
North Warehouse	Fieldwood	56746		B3/B4/S3	GEAR: TLA OIL PUMP		EA			2	3,800.42	100.0%	3,800.42
North Warehouse	Fieldwood	56771		B3/B4/FLR	LABYRINTH: TLA TURBINE		EA			1	1,745.35	100.0%	1,745.35
North Warehouse	Fieldwood	56772		B3/B4/FLR	LABYRINTH: TLA		EA			2	626.73	100.0%	626.73
North Warehouse	Fieldwood	56779		B3/B4/FLR	CARRIER: TLA BULL GEAR		EA			3	1,286.24	100.0%	1,286.24
North Warehouse	Fieldwood	56780		B3/B4/FLR	CARRIER: TLA IDLER GEAR		EA			3	1,187.86	100.0%	1,187.86
North Warehouse	Fieldwood	56782		B3/B4/FLR	LINKAGE: TLA LWR/CNTRL		EA			2	1,435.63	100.0%	1,435.63
North Warehouse	Fieldwood	56788		B3/B4/FLR	SHFT COMPRSSR: TLA TIMER DR		EA			2	739.68	100.0%	739.68
North Warehouse	Fieldwood	56799		B3/B4/S3	VLV: TLA FUEL		EA			6	2,288.27	100.0%	2,288.27
North Warehouse	Fieldwood	56800		B3/B5/S3	SPRCKT: TLA CRNKSHT		EA			1	6,512.01	100.0%	6,512.01
North Warehouse	Fieldwood	56802		WH/B44/S2	PSTN/ROD ASSY: TLA MATL NO DRAW TYP E		EA			1	9,300.03	100.0%	9,300.03
North Warehouse	Fieldwood	56806		B3/B6/S1	ROD: TLA W/LCKNG STDDS & PN SZ W/RD CAP		EA			1	24,799.27	100.0%	24,799.27
North Warehouse	Fieldwood	56808		B3/B3/S2	WHEEL: TLA TRBN		EA			1	23,760.81	100.0%	23,760.81
North Warehouse	Fieldwood	56809		WH/B30/S1	SCRN ASSY: TLA DWG		EA			1	3,917.02	100.0%	3,917.02
North Warehouse	Fieldwood	56810		B3/B4/S3	JT: EXPNSN, TLA		EA			2	1,435.63	100.0%	1,435.63
North Warehouse	Fieldwood	56811		B3/B1/S2	JT: EXPNSN, TLA EXHAUST		EA			1	980.17	100.0%	980.17
North Warehouse	Fieldwood	56815		B3/B10/S2	INTCLR ASSY: TLA SCAV AIR		EA			6	4,339.69	100.0%	4,339.69
North Warehouse	Fieldwood	56816		B3/B4/FLR	NUT: TLA ROD ALL STGS		EA			1	1,012.96	100.0%	1,012.96
North Warehouse	Fieldwood	56817		B3/B4/S3	RING: TLA TURB NOZZLE		EA			2	8,435.25	100.0%	8,435.25
North Warehouse	Fieldwood	58585		WH/SE Wall/FLR	CRNKSHT		EA			1	15,303.69	100.0%	15,303.69
North Warehouse	Fieldwood	59286		WH/B43/S1	PSTN/ROD ASSY: 9-3/4", GMV, W/ 3" ROD		EA			1	12,227.14	100.0%	12,227.14

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	In Hand Qty	Total Value	Wt%	Net Value
North Warehouse	Fieldwood	71926		Bay3/N Wall/FLR	STDDS: STEP, CYL W/ NUTS 4 SUCT		EA		24	72.87	100.0%	72.87
North Warehouse	Fieldwood	71936		B2/B1/S2	CYL: HYD, I/BRD, UNRPRD		EA		1	1,020.25	100.0%	1,020.25
North Warehouse	Fieldwood	71937		B2/B1/S2	CYL, HYD, I/BRD, UNRPRD		EA		1	1,020.25	100.0%	1,020.25
North Warehouse	Fieldwood	71939		B2/B4/S	CYL: COMPRESSR, 8", W/ ALL HD STDDS & NTS		EA		1	6,558.73	100.0%	6,558.73
North Warehouse	Fieldwood	71948		B2/B5/S1	VLV CHR: UNRPR'D		EA		8	153.04	100.0%	153.04
North Warehouse	Fieldwood	71952		B2/B1/S2	CYL: CMPRSSR, 8", W/ 1/8 HEAD & P. GL ND		EA		1	3,497.99	100.0%	3,497.99
North Warehouse	Fieldwood	71955		B2/B4/S1	PSTN: COMP, C.I., W/2 STEEL DONUTS		EA		1	1,311.75	100.0%	1,311.75
North Warehouse	Fieldwood	71971		B2/B1/S2	PSTN/ ROD ASSY: X 2", NO RINGS, TUNGSTEN		EA		1	1,289.88	100.0%	1,289.88
North Warehouse	Fieldwood	71975		B2/B1/S2	CRSSH: GUIDE, WBF-74, BORE		EA		1	3,279.36	100.0%	3,279.36
North Warehouse	Fieldwood	71977		B2/B1/S2	DIST PC: WBF-74, NEW OEM 14" CYL		EA		1	2,040.49	100.0%	2,040.49
North Warehouse	Fieldwood	71980		WH/B29/S1	FAN ASSY: 7 BLADE 132" DIA AIR-X-CHANGER		EA		1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	71983		WH/B29/S1	FAN BLDES: FIBERGLASS 62" L X 11-1/1 4" W		EA		6	364.37	100.0%	364.37
North Warehouse	Fieldwood	72001		WH/B8/S2	PMP ASSY: LUBE, MVS, W/ ATMOS IND. &		EA		1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	72002		WH/B8/S2	PMP ASSY: LUBE, MVS, W/ ATMOS IND. &		EA		1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	72013		WH/B8/FLR	HD: CYL, PWR, RECOND		EA		2	1,311.75	100.0%	1,311.75
North Warehouse	Fieldwood	72025		WH/B38/S1	MANIFOLD: INTAKE		EA		2	728.75	100.0%	728.75
North Warehouse	Fieldwood	72027		WH/B36/S1	MANIFOLD: EXHST, P9390, SECTIONS		EA		3	655.87	100.0%	655.87
North Warehouse	Fieldwood	72037		WH/B6/S2	ROD: CONN, P9390, US'D		EA		16	510.12	100.0%	510.12
North Warehouse	Fieldwood	81982		B3/B2/FLR	ROD: ARTIC'LD, GMVC		EA		1	1,366.40	100.0%	1,366.40
North Warehouse	Fieldwood	81984		B3/B4/S3	SPRCKT: TLA SGL SPLIT		EA		1	6,635.24	100.0%	6,635.24
North Warehouse	Fieldwood	81985		B3/B4/FLR	SPRCKT: TLA IDLER W/PUMP		EA		1	1,923.89	100.0%	1,923.89
North Warehouse	Fieldwood	81987		WH/B41/S2	SHOE: GMVC XHD		EA		1	1,689.76	100.0%	1,689.76
North Warehouse	Fieldwood	89087		WH/B43/S1	PSTN/ROD ASSY: SZ 28" US'D C7120-3A 3172		EA		1	9,838.09	100.0%	9,838.09
North Warehouse	Fieldwood	96073		WH/B8/S2	PMP, HYD: 5.2gpm		EA		1	9,793.64	100.0%	9,793.64
North Warehouse	Fieldwood	96074		WH/B8/S2	PMP, HYD: 1.9gpm		EA		1	9,793.64	100.0%	9,793.64
North Warehouse	Fieldwood	112605		B3/B8/FLR	KT: RPR VRA		EA		3	852.63	100.0%	852.63
North Warehouse	Fieldwood	112606		B3/B10/S1	VLV		EA		3	1,093.12	100.0%	1,093.12
North Warehouse	Fieldwood	112608		B3/B10/S1	VLV		EA		6	655.87	100.0%	655.87
North Warehouse	Fieldwood	197167		WH/B25/S2	TRBCHGR: VTC254 BBC W/MINTNG GSKT		EA		1	33,066.91	100.0%	33,066.91
North Warehouse	Fieldwood	200368		WH/B30/FLR	ROTOR ASSY, DEEPWELL PUMP		EA		1	7,651.85	100.0%	7,651.85
North Warehouse	Fieldwood	200371		B2/B10/FLR	CYL: WRTHGTN SIZE 9- 1/4"		EA		1	10,931.21	100.0%	10,931.21
North Warehouse	Fieldwood	200372		B2/B11/FLR	CYL: WRTHGTN, SIZE 7"		EA		1	8,744.97	100.0%	8,744.97
North Warehouse	Fieldwood	200379		B2/B11/FLR	CYL: WRTHGTN SIZE 7.007		EA		1	9,838.09	100.0%	9,838.09
North Warehouse	Fieldwood	200380		WH/B5/S2	IMPELLER: TURBINE		EA		1	16,560.78	100.0%	16,560.78
North Warehouse	Fieldwood	200381		WH/B5/S2	IMPELLER: 'C30' B STG, SOLAR		EA		1	17,289.53	100.0%	17,289.53
North Warehouse	Fieldwood	200387		WH/B11/S1	COMPR: AIR		EA		1	6,194.35	100.0%	6,194.35
North Warehouse	Fieldwood	200390		WH/B27/S2	GEAR: BX TYPE, 206HS, RAT 1.262-1		EA		1	29,149.89	100.0%	29,149.89
North Warehouse	Fieldwood	200400		WH/B5/S2	BEARING ASSY: C30 SLR GC DMPR SUCT		EA		1	21,060.80	100.0%	21,060.80
North Warehouse	Fieldwood	200401		WH/B5/S2	BEARING ASSY: C30 DIS SLR GC TILT PAD		EA		1	18,346.21	100.0%	18,346.21
North Warehouse	Fieldwood	200414		B2/B7/S1	CYL: 6, WRTHGTN COMPRSSR		EA		1	8,744.97	100.0%	8,744.97
North Warehouse	Fieldwood	200421		B2/B9/FLR	CYL: 15", COMPRESSR, NO STDDS F/VLV CAPS		EA		1	14,574.95	100.0%	14,574.95
North Warehouse	Fieldwood	200422		B2/B5/S1	CYL: 9", COMPRESSR #10674-E I/R-RDS		EA		1	10,931.21	100.0%	10,931.21
North Warehouse	Fieldwood	200423		B2/B11/S1	CYL: 11-1/4", COMPRESSR W/ 11.287 BORE		EA		1	13,117.45	100.0%	13,117.45
North Warehouse	Fieldwood	200424		B2/B5/S2	CYL: 5", COMPRESSR I/R- RDS		EA		1	9,327.97	100.0%	9,327.97
North Warehouse	Fieldwood	200426		WH/B20/S1	TURBINE		EA		1	3,643.74	100.0%	3,643.74
North Warehouse	Fieldwood	202849		YD/R4	HEAT EXCHNGR		EA		1	22,226.79	100.0%	22,226.79
North Warehouse	Fieldwood	202850		WH/B38/FLR	PMP: CMSD 4X6X10.5		EA		1	65,000.00	100.0%	65,000.00
North Warehouse	Fieldwood	202854		Bay 6	COMPR: PKG		EA		1	22,117.48	100.0%	22,117.48
North Warehouse	Fieldwood	202876		YD/R4	ENG: NG 399		EA		1	-	100.0%	-
North Warehouse	Fieldwood	227188		B3/B6/S1	CYL: CPR GMWA-9-1A PWR CYLINDERS		EA		1	7,651.85	100.0%	7,651.85
North Warehouse	Fieldwood	228011		Bay 2	PSTN/ROD ASSY: 29-1/2", CPR F/ V250 COM		EA		1	-	100.0%	-
North Warehouse	Fieldwood	228012		B2/B2/S1	PSTN ROD: I/R RDS 2.125 IN CRBDE CTD		EA		1	2,379.02	100.0%	2,379.02
North Warehouse	Fieldwood	229324		WH/B44/S1	PSTN/ROD ASSY: TLA COMPRSSR		EA		1	4,733.25	100.0%	4,733.25
North Warehouse	Fieldwood	233282		Linear Controls	ENG:NG,235hp,1200rpm		EA		1	26,909.80	100.0%	26,909.80
North Warehouse	Fieldwood	233305		B1/Floor	ENG:DIESEL,318hp,8,2100 rpm		EA		1	13,481.83	100.0%	13,481.83
North Warehouse	Fieldwood	233453		Yard/Row 3	GEN:DIESEL,30kW,208/48 0V,AC,1800rpm,3ph		EA		1	9,291.53	100.0%	9,291.53
North Warehouse	Fieldwood	241167		B2/B6/FLR	CYL: 28", VRA CLRK COMPRSSR		EA		1	3,079.21	100.0%	3,079.21
North Warehouse	Fieldwood	241168		B2/B7/FLR	CYL: 17", VRA CLRK COMPRSSR		EA		1	2,309.41	100.0%	2,309.41
North Warehouse	Fieldwood	241169		B2/B2/FLR	CYL: 9, VRA CLRK COMPRSSR		EA		1	1,539.61	100.0%	1,539.61
North Warehouse	Fieldwood	241173		WH/B44/FL	PSTN/ROD ASSY: VRA CLRK COMPRSSR		EA		1	1,539.61	100.0%	1,539.61
North Warehouse	Fieldwood	241179		WH/B1/Floor	HD: VRA CLRK O/BRD UNLDR		EA		1	3,849.02	100.0%	3,849.02
North Warehouse	Fieldwood	241181		B10K/B36/S1	VLV CHR: VRA CLRK VLV CHRS F/13"		EA		12	173.21	100.0%	173.21

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	In Hand	Qt	Total Value	Wt%	Net Value
North Warehouse	Fieldwood	241182		B3/B10,11,12/FLR	PSTN: VRA CLRK PWR		EA		6		2,169.33	100.0%	2,169.33
North Warehouse	Fieldwood	241185		B3/B9/S1	ROD: VRA CLRK ART CONN		EA		1		11,708.19	100.0%	11,708.19
North Warehouse	Fieldwood	241189		B3/B10/S3	PIN: WRIST, VRA CLRK PWR PISTON		EA		4		1,255.26	100.0%	1,255.26
North Warehouse	Fieldwood	241191		B3/B8/S1	TENSIONER: VRA CLRK CHAIN		EA		2		1,196.78	100.0%	1,196.78
North Warehouse	Fieldwood	241202		B3/B2/S2	GVRNR: GMVC-12		EA		1		8,409.66	100.0%	8,409.66
North Warehouse	Fieldwood	241203		B3/B1/FLR	JUMPER: H2O, GMVC-12 HD TO CYL		EA		12		148.50	100.0%	148.50
North Warehouse	Fieldwood	241205		B3/B3/S2	JUMPER: H2O, GMVC-12 CYL TO RAIL		EA		6		111.47	100.0%	111.47
North Warehouse	Fieldwood	241216		B3/B3/S3	EXHST: ELBOW, GMVC-12, GMVA-34-2C		EA		4		857.27	100.0%	857.27
North Warehouse	Fieldwood	251608		B2/Yard	ENG		EA		1		-	100.0%	-
North Warehouse	Fieldwood	252667		B2/B5/S2	CYL: 6", WHT SUPR COMPRESSR CMPLT		EA		1		4,862.67	100.0%	4,862.67
North Warehouse	Fieldwood	323171		WH/B41/S1	PSTN: RING FOR 23.00" PISTON		EA		2		238.14	100.0%	238.14
North Warehouse	Fieldwood	323172		WH/B41/S1	PSTN: RING FOR 16.50" PISTON		EA		2		223.27	100.0%	223.27
North Warehouse	Fieldwood	323173		WH/B41/S1	PSTN: RING FOR 10.50" PISTON		EA		3		139.85	100.0%	139.85
North Warehouse	Fieldwood	326861		WH/B41/FLR	PSTN: 10.50", PART #579-062-001		EA		1		6,451.03	100.0%	6,451.03
North Warehouse	Fieldwood	326862		WH/B44/FLR	PSTN: ROD FOR 10.50", PISTON		EA		1		3,373.74	100.0%	3,373.74
North Warehouse	Fieldwood	326863		WH/B44/FLR	PSTN: ROD FOR 23.00", PISTON		EA		1		3,373.74	100.0%	3,373.74
North Warehouse	Fieldwood	326864		WH/B44/FLR	PSTN: ROD FOR 16.50", PISTON		EA		1		3,373.74	100.0%	3,373.74
North Warehouse	Fieldwood	328243		WH/B41/FLR	PSTN: 16.50", PART #579-082-201		EA		1		18,426.94	100.0%	18,426.94
North Warehouse	Fieldwood	329558		Linear Controls	ENG:NG,423hp,12,7in,H2 0,900rpm		EA		1		84,000.00	100.0%	84,000.00
North Warehouse	Fieldwood	333387		WH/B41/FLR	PSTN: 23.00", PART #579-303-201		EA		1		33,442.43	100.0%	33,442.43
North Warehouse	Fieldwood	348619		B1/B1/S1	MTR,ELEC:TEFC,3600rpm, 150hp,445LP		EA		1		7,220.06	100.0%	7,220.06
North Warehouse	Fieldwood	370132		Linear Controls	ENG:NG,85-220hp,1905in3,6,7IN		EA		1		60,750.95	100.0%	60,750.95
North Warehouse	Fieldwood	500133		Fluid Crane	SUMP TANK,4"WX10"LX4"H,ATM OS,EXT,16" PFLA		EA		1		26,250.00	100.0%	26,250.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 61	1-48" X 15" X 230 WP L.P. Horizontal Separator (No Skid)	?	EA		1		4,850.00	100.0%	4,850.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 64	24" X 10' Vertical H.P. Separator w/Skid	Eugene Island Block#266-B	EA		1		1,770.00	100.0%	1,770.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 65	12" X 6' Vertical LP Fuel Gas Scrubber (No Skid)	?	EA		1		1,235.00	100.0%	1,235.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 66	12" X 6' Vertical LP Fuel Gas Scrubber w/Skid	South Marsh Island 11-N	EA		1		1,235.00	100.0%	1,235.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 70	1-120 Degree Boat Landing with 48" Plate Doublers	South Marsh Island 11	EA		1		820.00	100.0%	820.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 73	24" X 10' Vertical H.P. Separator w/Skid	?	EA		1		1,625.00	100.0%	1,625.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 74	30" X 10' Vertical LP Test Separator w/Skid	?	EA		1		1,895.00	100.0%	1,895.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 77	16" X 8' Vertical LP Separator (No Skid)	South Marsh Island 10	EA		1		1,455.00	100.0%	1,455.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 90	1-48" X 10' X 275 WP L.P. Horizontal Scrubber Vessel NO SKID	South Marsh Island Block# 48 E	EA		1		4,120.00	100.0%	4,120.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 96	1-Glycol Reboiler with Stack & Stihl Column	High Island Block# 467 A	EA		1		8,145.00	100.0%	8,145.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 100	48" X 10' X 275# W.P. Horizontal Water Skimmer with Skid	N/A	EA		1		4,175.00	100.0%	4,175.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 101	42" X 15' X 1440# W.P. Horizontal 3-Phase Separator "No Skid"	N/A	EA		1		3,895.00	100.0%	3,895.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 102	42" X 12' 6" X 125# W.P. Horizontal Skimmer with Skid	N/A	EA		1		3,215.00	100.0%	3,215.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 103	20" X 7' 6" X 275 W.P. Vertical Separator with Skid	N/A	EA		1		1,210.00	100.0%	1,210.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 104	30" X 10' X 1480 W.P. Horizontal Separator with Skid	N/A	EA		1		2,150.00	100.0%	2,150.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 105	One Dual Meter Run Skid with Pig Traps	N/A	EA		1		1,385.00	100.0%	1,385.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 106	30" X 6' X 150# W.P. Vertical Scrubber Vessel with Skid	N/A	EA		1		1,665.00	100.0%	1,665.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. KK	30" X 4' X 250 WP Vertical Scrubber Vessel w/Skid	From Offshore Specialty Fabricators in Houma	EA		1		1,570.00	100.0%	1,570.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. CCC	Line Heater/Reboiler Package 8" W X 22' 6" L X 10' 1" T	Eugene Island Block# 212 "A"	EA		1		12,275.00	100.0%	12,275.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. DDD	3-Vapor Recovery Stands	Eugene Island Block# 212 "A"	EA		1		235.00	100.0%	235.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. EEE	1-Heater Stack, 1-Still Column, and Misc Pipe and Hardware for Line Heater/Reboiler	Eugene Island Block# 212 "A"	EA		1		355.00	100.0%	355.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 107	1-Pallet of Used Spool Piping	West Cameron Block# 165 "A"	EA		1		295.00	100.0%	295.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 109	1-Filter Separator with Skid (5' X 12' X 8' Tall) Est. 10,000#	High Island Block# A376 B	EA		1		1,155.00	100.0%	1,155.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 110	1-Float Cell with Skid (7' X 12' X 9' Tall) Est. 10,000#	High Island Block# A376 B	EA		1		1,490.00	100.0%	1,490.00

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	In Hand Qn	Total Value	Wt%	Net Value
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 111	Two (2) Plate Heat Exchanger Skids	High Island Block# A595 "CF"	EA		1	475.00	100.0%	475.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 112	1-Piggy-Back Water Skimmer & Float Cell Package (Newly Fabricated)	Main Pass Block# 140-A	EA		1	5,025.00	100.0%	5,025.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 113	1-Verticle Water Skimmer Vessel with Skid (60" X 12" X 15,000#) (MBM-1800)	Vermilion Block# 60-A	EA		1	3,375.00	100.0%	3,375.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 114	1-Verticle Flootation Unit (4M Spinsep) with Skid (ABM-1908) (10,150#) (Monosep Corporation-Serial# MCO-2076)	West Cameron Block# 68-A	EA		1	655.00	100.0%	655.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 115	1-Verticle Test Separator with Skid (MBD-4501) (36 X 10 Foot X 17,000#) (2,000 WP @ 100 deg, MFG 1982)	West Cameron Block# 68-A	EA		1	865.00	100.0%	865.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 116	1-Horizontal 3-Phase H.P. Production Separator with Skid (MBD-4502) (60" X 15") (1440 @ 100 Deg-Yr Built 1982)	West Cameron Block# 68-A	EA		1	1,435.00	100.0%	1,435.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 117	1-Vertical Vent Scrubber Package with Skid (MBF-2401) (30" X 10' X 22,000#)	West Cameron Block# 68-A	EA		1	1,775.00	100.0%	1,775.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 118	1-Horizontal 2-Phase Vent Scrubber Vessel W/Skid (48" X 10' X 150# @ 100 Deg) Built 1987	East cameron Block# 320-A	EA		1	3,545.00	100.0%	3,545.00
Viking - Henderson	Viking Fabricators, LLC				Handrails		EA		179	315.00	100.0%	315.00
Viking - Youngsville	Viking Fabricators, LLC				10 FT. LONG LADDER CAGES		EA		1	763.87	100.0%	763.87
Viking - Youngsville	Viking Fabricators, LLC				12'-6" LONG LADDER CAGES		EA		84	1,291.85	100.0%	1,291.85
Viking - Youngsville	Viking Fabricators, LLC				10 FT. LONG LADDERS		EA		81	622.75	100.0%	622.75
Viking - Youngsville	Viking Fabricators, LLC				20 FT. LONG LADDERS		EA		107	1,236.43	100.0%	1,236.43
Linear - Lafayette	Linear Controls	2124118-01	11233630-1	ATS - OUTDOOR	ASSY, TREE CAP, BP TROIKA		EA	7,155	1	5,545.13	100.0%	5,545.13
Linear - Lafayette	Linear Controls	2124617-01	2659561170	ATS - OUTDOOR	ASSY, RIG TEST SKID, SUBSEA TREE,		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2124117-07	400257303-01	ATS - OUTDOOR	CONV. ASSY, SUBSEA TREE, 4" X 2"-10M,		EA	80,000	1	62,000.00	100.0%	62,000.00
Linear - Lafayette	Linear Controls	2273013-01	110598733-1(RR1)	ATS - OUTDOOR	ASSEMBLY, 5" X 2"-10M SPOOLTREE.		EA	66,000	1	51,150.00	100.0%	51,150.00
Linear - Lafayette	Linear Controls	2124123-01	96101817050	ATS - OUTDOOR	ASSY, TREE CAP SHIPPING SKID		EA	1,850	1	1,433.75	100.0%	1,433.75
Linear - Lafayette	Linear Controls	2124145-01	45256012-5	ATS - OUTDOOR	ASSY, HUB, 4" WELL TERMINATION,		EA	1,400	1	1,085.00	100.0%	1,085.00
Linear - Lafayette	Linear Controls	2141833-01	11227730-01	ATS - OUTDOOR	ASSY, TREE TRANSPORTATION SKID, BP		EA	5,800	1	4,495.00	100.0%	4,495.00
Linear - Lafayette	Linear Controls	2124836-01	11171617-1	ATS - OUTDOOR	TEST STUMP BODY, TREE FAT SKID,		EA	6,200	1	4,805.00	100.0%	4,805.00
Linear - Lafayette	Linear Controls	2124641-01	11384318-1	ATS - OUTDOOR	ASSY, COMPLETION GUIDE BASE, STM-15		EA	20,500	1	15,887.50	100.0%	15,887.50
Linear - Lafayette	Linear Controls	2098861-02	11197244-1	ATS - OUTDOOR	ASSY, MCPAC CONNECTION TOOL, SHELL		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2098861-02	11199037-1	ATS - OUTDOOR	ASSY, MCPAC CONNECTION TOOL, SHELL		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2124119-01	964534560	ATS - OUTDOOR	ASSY, TREE RUNNING TOOL		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2124129-01	265340930	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER RUNNING TOOL		EA	1,500	1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	2124128-01	11286013-17	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER, STM-15,		EA	1,000	1	775.00	100.0%	775.00
Linear - Lafayette	Linear Controls	2124135-01	2659561200	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER HANDLING / TEST		EA	300	1	232.50	100.0%	232.50
Linear - Lafayette	Linear Controls	2124135-01	2659561190	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER HANDLING / TEST		EA	300	1	232.50	100.0%	232.50
Linear - Lafayette	Linear Controls	2018904-01	265956120(RR2)	TOOLS-KID - OUTDOOR	ASSY, LEAD IMPRESSION TOOL		EA	900	1	697.50	100.0%	697.50
Linear - Lafayette	Linear Controls	2124129-01	266013010	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER RUNNING TOOL		EA	1,500	1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	2124139-01	11186901-01	TOOLS-KID - OUTDOOR	ASSY, DUMMY TBG HGR, STM-15, 4.06"		EA	1,000	1	775.00	100.0%	775.00
Linear - Lafayette	Linear Controls	2055294-12	110357224-01	CPB 077 - INDOOR	ASSEMBLY, TUBING HANGER, 5 IN NOM.		EA	2,500	1	1,937.50	100.0%	1,937.50
Linear - Lafayette	Linear Controls	2748033-01	45353783-01-01	CPB 077 - INDOOR	WIRELINE PLUG, 5.25" DIA, METAL AND		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2749898-01	4500436775-2-1	CPB 077 - INDOOR	5.250" WIRELINE PLUG 'HH' TRIM WITH		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2055296-02-01	110407008-1	CPB 078 - INDOOR	ASSEMBLY, INTERNAL TREE CAP, 10K WP		EA	1,500	1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	60007268	96953428110	SF-YARD - OUTDOOR	TROIKA TOOL SHED		EA		1	15,000.00	100.0%	15,000.00
Linear - Lafayette	Linear Controls	2124147-04	111802674	TRI 168 - INDOOR	ASSY, CLAMP, W/ SEAL PLATE, 10"		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124581-01	11170112-05	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170112-06	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170113-05	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11363037-01	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170113-04	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124159-01	45284821-04	TRI 171 - INDOOR	BODY, HUB, 10" FLOWLINE TEST STAND		EA	250	1	193.75	100.0%	193.75
Linear - Lafayette	Linear Controls	2124159-01	45284821-01	TRI 171 - INDOOR	BODY, HUB, 10" FLOWLINE TEST STAND		EA	250	1	193.75	100.0%	193.75

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand	Qb	Total Value	Wt%	Net Value
Linear - Lafayette	Linear Controls	041700-47	4503010723-1-1	TRI 171 - INDOOR	GASKET, AX - 18-3/4" 10/15M 316 SS		EA	110	1		85.25	100.0%	85.25
Linear - Lafayette	Linear Controls	2124147-01	96111219520	TRI 172 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1		1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124147-01	96111219570	TRI 172 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1		1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2141279-01	4502534448-01-01	TRI 172 - INDOOR	CLAMP, 10" FLOWLINE/PIGGING LOOP/		EA	1,500	1		1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-02-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL		EA	180	1		139.50	100.0%	139.50
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-01-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL		EA	180	1		139.50	100.0%	139.50
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-03-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL		EA	180	1		139.50	100.0%	139.50
Linear - Lafayette	Linear Controls	2142930-01	4501742451-1-2	TRI 174 - INDOOR	ACCESS STAND, G2 TUBING HANGER RUNNING		EA	200	1		155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170113-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1		116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-01	11410124-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1		116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-01	11170112-02	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1		116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-02	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1		116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-03	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1		116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-04	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1		116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-01	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1		116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-03	4502533058-01-01	TRI 174 - INDOOR	SEAL PLATE, 10" FLOWLINE JUMPER		EA	150	1		116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-01	11251434-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1		116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124586-01	450605865-1	TRI 175 - INDOOR	END PLATE, MANDREL RETAINER,		EA	500	1		387.50	100.0%	387.50
Linear - Lafayette	Linear Controls	2124584-01	450605849-1-1	TRI 175 - INDOOR	MANDREL, RETAINER SLEEVE,		EA	400	1		310.00	100.0%	310.00
Linear - Lafayette	Linear Controls	2124535-01	NS201604020729021	TRI 175 - INDOOR	ANNULUS LOOP, 2.875 O.D. X 2.125		EA	300	4		232.50	100.0%	232.50
Linear - Lafayette	Linear Controls	2124624-01	450604006-1	TRI 175 - INDOOR	BODY, 4" PRODUCTION STAB,		EA	150	1		116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124585-01	450605858-1	TRI 175 - INDOOR	RETAINER PLATE, MASTER VALVE BLOCK		EA	150	1		116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2156742-01	11328834-01	TRI 175 - INDOOR	SUB-ASSY, BOP SPANNER JOINT, 7.625"		EA	200	1		155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2156773-02	11322641-01	TRI 175 - INDOOR	UPPER ADAPTER, BOP SPANNER JOINT,		EA	200	1		155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124147-01	400297648	TRI 176 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1		1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124147-01	11213146-1	TRI 176 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1		1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	041700-09-01	400133273	TRI 178 - INDOOR	AX GASKET, 11"-5M/10M#, ST/STL WITH		EA	30	1		23.25	100.0%	23.25
Linear - Lafayette	Linear Controls	041700-09-01	400133274	TRI 178 - INDOOR	AX GASKET, 11"-5M/10M#, ST/STL WITH		EA	30	1		23.25	100.0%	23.25
Linear - Lafayette	Linear Controls	2098477-01	175670-1	TRI 178 - INDOOR	AX-VX GASKET		EA	110	1		85.25	100.0%	85.25
Linear - Lafayette	Linear Controls	2098477-01	175670-2	TRI 178 - INDOOR	AX-VX GASKET		EA	110	1		85.25	100.0%	85.25
Linear - Lafayette	Linear Controls	2124579-02	45434247-8	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-6	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-3	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-11	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-3	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-2	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-1	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45438628-1	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-4	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	501040-1	961276244180	TRI 178 - INDOOR	6" Gasket Sealing Ring		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-04	45424496-2	TRI 178 - INDOOR	GASKET W/ O-RING, 10"-15M SEAL		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-01	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-01	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-06	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434274-02	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-04	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-03	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-04	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1		15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124134-01	2659561110	TRI 180 - INDOOR	ASSY, TUBING HANGER ADJUSTMENT STAN		EA	600	1		465.00	100.0%	465.00
Linear - Lafayette	Linear Controls	2099720-02	26-1567	TRI FLOOR - INDOOR	ASSY, TREE CAP RUNNING TOOL, BP		EA	5,000	1		3,875.00	100.0%	3,875.00
Linear - Lafayette	Linear Controls	60031311	9523237807360	TRI SHED - INDOOR	Troika Dummy Control Pod		EA	3,000	1		2,325.00	100.0%	2,325.00
Linear - Lafayette	Linear Controls	60031470	9523237807390	TRI SHED - INDOOR	SHELL DUMMY CONTROL POD SHIPPING SKID		EA	1,000	1		775.00	100.0%	775.00

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	W%	Net Value
Linear - Lafayette	Linear Controls	2123000-01	9624280360	TRI-SHELL - OUTDOOR	HANDLING TOOL ASSY, TREE CAP & TREE		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2123000-01	2657807220	TRI-SHELL - OUTDOOR	HANDLING TOOL ASSY, TREE CAP & TREE		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2123738-01	9624280370	TRI-SHELL - OUTDOOR	LIFT SUB, 1.50" NOM SHACKLE X		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2099099-03	11196376-1	TRI-SHELL - OUTDOOR	ASSY, TEST HUB, 10" FLOWLINE /		EA	350	1	271.25	100.0%	271.25
Linear - Lafayette	Linear Controls	2099099-03	11210778-1	TRI-SHELL - OUTDOOR	ASSY, TEST HUB, 10" FLOWLINE /		EA	350	1	271.25	100.0%	271.25
Linear - Lafayette	Linear Controls	2035504-02	961276650350	TRI-SHELL - OUTDOOR	ASSY, DEBRIS CAP, 18-3/8" OD MCPAC		EA	100	1	77.50	100.0%	77.50
Linear - Lafayette	Linear Controls	2035519-01	1276650650	TRI-SHELL - OUTDOOR	ASSY, ROV RETRIEVABLE DEBRIS/TEST		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2035519-01	1276650660	TRI-SHELL - OUTDOOR	ASSY, ROV RETRIEVABLE DEBRIS/TEST		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2156132-01	9523237807220	TRI-SHELL - OUTDOOR	ASSY, COMBINATION (TREE/TREE CAP)		EA	500	1	387.50	100.0%	387.50
Linear - Lafayette	Linear Controls	2156145-01	11324065-01	TRI-SHELL - OUTDOOR	ASSY, 3-1/16-15M MONOBORE TUBING		EA	8,500	1	6,587.50	100.0%	6,587.50
Linear - Lafayette	Linear Controls	2124137-01	9523237807330	TRI-SHELL - OUTDOOR	ASSY, TOOL STORAGE & SHIPPING SKID		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124137-01	9523237807340	TRI-SHELL - OUTDOOR	ASSY, TOOL STORAGE & SHIPPING SKID		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124118-01	11278658-1	TRI-SHELL - OUTDOOR	ASSY, TREE CAP, BP TROIKA		EA	8,000	1	6,200.00	100.0%	6,200.00
Linear - Lafayette	Linear Controls		Serial.# WPI317		Waukesha Engine L7042 GSI		EA		1	82,625.00	100.0%	82,625.00
Linear - Lafayette	Linear Controls		Serial.# 48799		Waukesha Engine L3711		EA		1	51,250.00	100.0%	51,250.00
Linear - Lafayette	Linear Controls		Serial.# 1029776		Waukesha Engine F1905		EA		1	43,765.00	100.0%	43,765.00
Linear - Lafayette	Linear Controls		Serial.# 218794		Waukesha Engine F1905		EA		1	43,765.00	100.0%	43,765.00
Linear - Lafayette	Linear Controls		Serial.#396632		Waukesha Engine F1197		EA		1	24,315.00	100.0%	24,315.00
Linear - Lafayette	Linear Controls		Serial.# 362530		Waukesha Engine F1197		EA		1	24,315.00	100.0%	24,315.00
Whitco - Broussard	Whitco Supply	357501			1" x 3' x 20' Galvanized Grating		EA		106	395.00	100.0%	395.00
Whitco - Broussard	Whitco Supply	333963			1-1/2" x 3' x 20' Galvanized Grating		EA		-	598.00	100.0%	598.00
Express - Fourchon	Express Supply & Steel				1" x 3-1/16" x 36" x 20' Serrated Galvanized Domestic Grating		EA		10	400.65	100.0%	400.65
Express - Fourchon	Express Supply & Steel				1-1/2" x 3-1/16" x 36" x 20' Serrated Galvanized Domestic Grating		EA		35	555.67	100.0%	555.67

Cash and other balances to be determined at effective date

Surety Bonds in favor of FWE I:

DATE	BOND NO.	Amount	Lease	PARTIES	SURETY	BENEFICIARY
3/6/19	B011964	\$300,000	OCS-G 01194	Fieldwood Energy LLC; Byron Energy Inc.	U.S. Specialty Insurance Company	Fieldwood Energy LLC
3/6/19	B011963	\$450,000	OCS-G 01194	Fieldwood Energy LLC; Byron Energy Inc.;BOEM	U.S. Specialty Insurance Company	Fieldwood Energy LLC; BOEM
11/29/18	N-7001005	\$2,366,855	OCS-0810; OCS-0812	Northstar Offshore Ventures LLC; SanareEnergy Partners, LLC; Fieldwood Energy LLC	Indemnity National Insurance Company	Fieldwood Energy LLC
3/9/18	N-7000930	\$2,640,126	OCS-G11691	Monforte Exploration L.L.C.; FieldwoodEnergy LLC	Indemnity National Insurance Company	Fieldwood Energy LLC
2/13/18	1149835	\$250,000	OCS-G03587	Northstar Offshore Ventures LLC	Lexon Insurance Company	Fieldwood Energy LLC
2/13/18	1149836	\$1,000,000	OCS-G03171	Northstar Offshore Ventures LLC	Lexon Insurance Company	Fieldwood Energy LLC
2/13/18	1149838	\$2,500,000	OCS-G01216;OCS-G01217	Northstar Offshore Ventures LLC	Lexon Insurance Company	Fieldwood Energy LLC
5/1/16	RLB0016261	\$1,514,600	2 A; ROW G12732;ROW G13	Whitney Oil & Gas, LLC; Apache Corporation; GOM Shelf LLC	RLI Insurance Company	Apache Corporation; GOM Shelf LLC

Subsidiaries:

GOM Shelf LLC

FW GOM Pipeline Inc.

Equity Interests:

Paloma Pipeline Company - 9.65%

SP 49 LLC - 33.33% (owned by FW GOM Pipeline Inc.)

Exhibit I-J

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres (Ac)	Operator	WI	Lease Status
SOUTH TIMBALIER 308 / EWING BANK 873	ST 287	G24987	Federal	RT	5/1/2003		5000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 308 / EWING BANK 873	ST 287	G24987	Federal	OP 1	5/1/2003		5000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 308 / EWING BANK 873	ST 287	G24987	Federal	OP 2	5/1/2003		5000	Fieldwood En	50.0%	PROD
SOUTH TIMBALIER 308 / EWING BANK 873	ST 308	G21685	Federal	RT	6/1/2000		5000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 308 / EWING BANK 873	ST 308	G21685	Federal	OP 1	6/1/2000		5000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 308 / EWING BANK 873	ST 308	G21685	Federal	OP 2	6/1/2000		5000	Fieldwood En	50.0%	PROD
VERMILION 362/371	VR 362	G10687	Federal	RT	6/1/1989		5,000	Fieldwood En Off	100.0%	UNIT
VERMILION 362/371	VR 362	G10687	Federal	OP	6/1/1989		5,000	Fieldwood En Off	16.7%	UNIT
VERMILION 362/371	VR 363	G09522	Federal	RT	5/1/1988		5,000	Fieldwood En	100.0%	ACTIVE
VERMILION 362/371	VR 363	G09522	Federal	OP 1	5/1/1988		5,000	Fieldwood En	100.0%	ACTIVE
VERMILION 362/371	VR 363	G09522	Federal	OP 2	5/1/1988		5,000	Fieldwood En Off	33.3%	ACTIVE
VERMILION 362/371	VR 363	G09522	Federal	OP 3	5/1/1988		5,000	Fieldwood En	50.0%	ACTIVE
VERMILION 362/371	VR 371	G09524	Federal	RT	7/1/1988		5,000	Fieldwood En Off	100.0%	ACTIVE
VERMILION 362/371	VR 371	G09524	Federal	OP	7/1/1988		5,000	Fieldwood En Off	16.7%	ACTIVE
VERMILION 78	VR 78	G04421	Federal	RT	11/1/1980		5,000	Fieldwood En	37.5%	ACTIVE
VERMILION 78	VR 78	G04421	Federal	OP	11/1/1980		5,000	Fieldwood En	18.8%	ACTIVE

Right of Way bearing Serial No. OCS-G29427 for Pipeline Segment No. 20278 pertaining to South Timbalier 308

Right of Way bearing Serial No. OCS-G15047 for Pipeline Segment No. 10675 pertaining to Vermilion 371

All other right, title and interest of FWE in any assets to the extent such assets relate to any of the foregoing leases or rights of way.

Exhibit I-K(i)

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	e Cur Acre	Operator	WI	Lease Status	
EAST CAMERON 2 - (SL LA)	EC 2	SL18121	SL - LA	WI	5/12/2004	11/6/2020	220	Fieldwood	50.0%	RELINQ	
CHANDELEUR 42/43	CA 43	G32268	Federal	OP 1	7/1/2008		5,000	eldwood E	7.69%	PROD	Knight Default
CHANDELEUR 42/43	CA 42	G32267	Federal	OP 1	7/1/2008	6/21/2019	5,000	eldwood E	7.69%	RELINQ	Knight Default
WEST CAMERON 295	WC 295	G24730	Federal	OP 1	5/1/2003		5,000	eldwood E	6.00%	PROD	Tammany Default
SHIP SHOAL 246/247/248/270/271	SS 249	G01030	Federal	OP 1	6/1/1962		5,000	dwood En	0.042%	UNIT	Hillcrest GOM Default in Unit
SHIP SHOAL 246/247/248/270/271	SS 248	G01029	Federal	RT B	6/1/1962		5,000	dwood En	0.04%	UNIT	Hillcrest GOM Default in Unit
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	ORRI	7/1/1983		5,000	eldwood E	2.0%	PROD	

Exhibit I-K(ii)

Asset Name	FWE Acct. Code	Lease Number	API	WI	NRI
CHANDELEUR 042 #A002	CA042A0200	G32267	177294001500	7.7%	5.4%
CHANDELEUR 043 #A001	CA043A0100	G32268	177294001400	7.7%	5.4%
CHANDELEUR 043 #A003	CA043A0300	G32268	177294001600	7.7%	5.4%
EAST CAMERON 002 #001 SL 18121	SL18121010	18121	177032013600	50.0%	37.3%
EUGENE IS 330 #B003 ST1	EI330B0301	G02115	177104008001	35.0%	29.1%
MAIN PASS 259 #A007	MP259A0700	G07827	177244071800	43.1%	29.7%
MAIN PASS 303 #B015	MP303B1500	G04253	177244024800	42.9%	35.7%
MATAGORDA IS 519 #L001	MI519L1SL0	MF-79413	427033030000	15.8%	12.2%
MATAGORDA IS 519 #L002	MI519L2SL0	MF-79413	427033034000	15.8%	12.2%
MATAGORDA IS 519 #L003	MI519L3SL0	MF-79413	427033039500	15.8%	12.2%
MATAGORDA IS 519 #L004	MI519L4SL0	MF-79413	427033039700	15.8%	12.2%
SHIP SHOAL 249 #D017	SS249D1700	G01030	177124020800	0.042%	TA
SOUTH TIMBALIER 205 #B002A ST1	ST205B02A1	G05612	177154062901	25.0%	20.8%
SOUTH TIMBALIER 205 #B004 ST1	ST205B0401	G05612	177154081601	25.0%	20.8%
SOUTH TIMBALIER 206 #A002 ST1	ST206A0201	G05613	177154060101	25.0%	TA
SOUTH TIMBALIER 206 #A003	ST206A0300	G05613	177154061000	25.0%	TA
SOUTH TIMBALIER 206 #A004A	ST206A04A0	G05613	177154074300	25.0%	TA
SOUTH TIMBALIER 206 #A006	ST206A0600	G05613	177154075100	25.0%	TA
SOUTH TIMBALIER 206 #A007	ST206A0700	G05613	177154075200	25.0%	TA
SOUTH TIMBALIER 206 #A008	ST206A0800	G05613	177154075300	25.0%	TA
SOUTH TIMBALIER 206 #A009	ST206A0900	G05613	177154075400	25.0%	TA
SOUTH TIMBALIER 206 #A010ST2BP	ST206A1002	G05613	177154075702	25.0%	TA
SOUTH TIMBALIER 206 #B003 ST1	ST206B0301	G05613	177154074001	25.0%	20.8%
SOUTH TIMBALIER 206 #B006	ST206B0600	G05613	177154103000	25.0%	20.8%
WEST CAMERON 295 #A002	WC295A0201	G24730	177014039001	6.0%	4.9%
SOUTH TIMBALIER 205 #G001 ST1	ST205G0101	G05612	177154106701	0.0%	2.0%
SOUTH TIMBALIER 205 #G003 ST1	ST205G0301	G05612	177154115301	0.0%	2.0%

Exhibit I-K(iii)

Asset Name	FWE Acct. Code	Base Number	Area/Block	WI
CHANDELEUR 043 P/F-A	CA43APLT	G32268	CA043	7.69%
HIGH ISLAND 120 P/F-A-PROCESS	HI120APROC	G01848	HI120	6.00%
WEST CAMERON 295 P/F-A	WC295ACAS	G24730	WC295	6.00%
SHIP SHOAL 248 P/F-G	SS248PFG	G01029	SS248	0.04%
SOUTH TIMBALIER 206 P/F-A	ST206APLT	G05612	ST206	25.00%
SOUTH TIMBALIER 205 P/F-B	ST205BPLT	G05612	ST205	25.00%
MATAGORDA IS 487 P/F-L(SL)	MI487LSL	MF-88562	MI487	15.80%
MATAGORDA IS 519 P/F-L - SL	MI519LSL	MF-88562	MI519	15.80%
Venice Dehydration Facility (South Pass Dehydration Station)	VENICEDHYD			64.80%
Tivoli Plant	TIVOLIPL			43.86%
MI 519 Bay City Compressor Station	MI519BAY			18.10%
Vermilion 76 Onshore Scrubber	VR76SCRUB			6.08%
Grand Chenier Separation Facility	GRCHENPF			72.08%
EAST CAMERON 002 P/F-1 SL18121	SL181211PT	18121	EC002	50.00%

Exhibit II-A

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres (Ac)	Operator	WI	Lease Status
BRETON SOUND 41	BS 41	G21142	Federal	OP 2	5/1/1999	1/26/2014	4,995	Fieldwood En Off	10.0%	TERMIN
BRETON SOUND 41	BS 41	G21142	Federal	Contractual	5/1/1999	1/26/2014	4,995	Fieldwood En Off	25.0%	TERMIN
EAST CAMERON 257	EC 257	G21580	Federal	OP 1	7/1/2000	2/2/2018	5,000	Fieldwood En Off	100.0%	TERMIN
GALVESTON 241	GA 241	G01772	Federal	OP 1	7/1/1968	8/2/2014	1,440	Fieldwood En Off	100.0%	TERMIN
GALVESTON 241	GA 241	G01773	Federal	RT	7/1/1968	8/2/2014	1,440	Fieldwood En Off	100.0%	TERMIN
GALVESTON 241	GA 255	G01777	Federal	RT	7/1/1968	4/3/1998	5,760	Fieldwood En Off	100.0%	TERMIN
GRAND ISLE 83	GI 83	G03793	Federal	RT	6/1/1978	11/26/2019	5,000	Fieldwood En Off	100.0%	TERMIN
HIGH IS. A-446	HI A-446	G02359	Federal	RT	8/1/1973	4/12/2016	5,760	Bandon O&G	100.0%	TERMIN
HIGH ISLAND A-446	HI A-447	G02360	Federal	RT	8/1/1973	9/4/2010	5,760	Bandon O&G	100.0%	TERMIN
MAIN PASS 154	MP 154	G10902	Federal	RT	7/1/1989	7/29/2000	4,995	Fieldwood En Off	100.0%	TERMIN
MAIN PASS 29/112/114/116/118/125	MP 112	G09707	Federal	RT	6/1/1988	4/19/2017	4,995	Fieldwood En Off	100.0%	RELINQ
SOUTH MARSH IS. 39	SM 39	G16320	Federal	RT	7/1/1996		5,000	Fieldwood En Off	50.0%	PROD
SOUTH TIMBALIER 242	ST 242	G23933	Federal	RT	6/1/2002	5/7/2019	5,000	Fieldwood En Off	60.0%	TERMIN
VERMILION 315/332	VR 314	G05438	Federal	OP 2	7/1/1983		5,000	Fieldwood En Off	50.0%	PROD
VERMILION 315/332	VR 315	G04215	Federal	OP 1	1/1/1980	3/7/2012	5,000	Dynamic Off Res	50.0%	TERMIN
VERMILION 315/332	VR 332	G09514	Federal	OP 1	7/1/1988		5,000	Fieldwood En	67.0%	PROD
VERMILION 315/332	VR 332	G09514	Federal	RT	7/1/1988		5,000	Fieldwood En	100.0%	PROD
VERMILION 315/332	VR 333	G14417	Federal	RT	7/1/1994	11/29/1999	4,201	Fieldwood En Off	67.0%	TERMIN
VIOSCA KNOLL 113	VK 113	G16535	Federal	RT	6/1/1996	2/23/2020	5,760	Fieldwood En Off	100.0%	TERMIN
VIOSCA KNOLL 251/340/384	VK 251	G10930	Federal	OP 1	7/1/1989		5,760	Fieldwood En Off	100.0%	UNIT
VIOSCA KNOLL 251/340/384	VK 340	G10933	Federal	OP 1	7/1/1989		5,760	Fieldwood En Off	100.0%	UNIT
WEST CAMERON 100	WC 100	G22510	Federal	RT	7/1/2001	6/13/2018	5,000	Fieldwood En Off	100.0%	RELINQ
WEST CAMERON 289/290/294	WC 290	G04818	Federal	OP 1	9/1/1981	7/21/2020	5,000	Fieldwood En Off	50.0%	TERMIN

Exhibit II-B

Asset Name	FWE Acct. Code	Lease Number	API
EAST CAMERON 257 #001	EC25701	G21580	177044102500
GALVESTON 241 #A005	GA241A05	G01772	427064001500
GALVESTON 241 #A006	GA241A06	G01773	427064001700
GALVESTON 241 #A010	GA241A10	G01773	427064001402
GALVESTON 255 #A002	GA255A02	G01777	427063002300
GALVESTON 255 #A003	GA255A03	G01777	427064000500
GRAND ISLE 083 #A002	GI083A02	G03793	177174011002
GRAND ISLE 083 #A003	GI083A03	G03793	177174030200
GRAND ISLE 083 #B001	GI083B01	G03793	177174097400
GRAND ISLE 083 #B002	GI083B02	G03793	177174098000
GRAND ISLE 083 #B003	GI083B03	G03793	177174098100
HIGH ISLAND A-446 #A001	HIA446A01	G02359	427094055400
HIGH ISLAND A-446 #A002B	HIA446A02	G02360	427094055700
HIGH ISLAND A-446 #A004	HIA446A04	G02359	427094056300
HIGH ISLAND A-446 #A005	HIA446A05	G02359	427094057700
HIGH ISLAND A-446 #A006	HIA446A06	G02359	427094056700
HIGH ISLAND A-446 #A007	HIA446A07	G02359	427094056800
HIGH ISLAND A-446 #A008	HIA446A08	G02359	427094057400
HIGH ISLAND A-446 #A009	HIA446A09	G02359	427094060200
HIGH ISLAND A-446 #A010	HIA446A10	G02359	427094058300
HIGH ISLAND A-446 #A011	HIA446A11	G02359	427094058700
HIGH ISLAND A-446 #A012	HIA446A12	G02359	427094059400
HIGH ISLAND A-446 #A014	HIA446A14	G02359	427094060900
HIGH ISLAND A-446 #A015	HIA446A15	G02359	427094061300
HIGH ISLAND A-446 #A016	HIA446A16	G02359	427094062300
MAIN PASS 154 #A001	MP154A01	G10902	177244060400
MAIN PASS 154 #A002	MP154A02	G10902	177244069000
SOUTH MARSH IS 039 #A001	SM039A01	G16320	177074077000
SOUTH MARSH IS 039 #B001	SM039B01	G16320	177074074702
SOUTH MARSH IS 039 #B002	SM039B02	G16320	177074076102
SOUTH MARSH IS 039 #C001	SM039C01	G16320	177074077900
SOUTH MARSH IS 039 #C002	SM039C02	G16320	177074078000
SOUTH MARSH IS 039 #C003	SM039C03	G16320	177074078200
SOUTH MARSH IS 039 #C004	SM039C04	G16320	177074810200
SOUTH TIMBALIER 242 #A001	ST242A01	G23933	177164032800
VERMILION 314 #A009	VR314A09	G05438	177064076900
VERMILION 332 #A001	VR332A01	G09514	177064069400
VERMILION 332 #A002	VR332A02	G09514	177064069900
VERMILION 332 #A003	VR332A03	G09514	177064072300
VERMILION 332 #A005	VR332A05	G09514	177064077802
VERMILION 332 #A006	VR332A06	G09514	177064077901
VERMILION 333 #A004	VR333A04	G14417	177064072600
VIOSCA KNOLL 113 #A001	VK113A01	G16535	608164039101
VIOSCA KNOLL 251 #A001	VK251A001	G10930	608164029800
VIOSCA KNOLL 251 #A002	VK251A002	G10930	608164034501
VIOSCA KNOLL 251 #A003	VK251A003	G10930	608164041500
VIOSCA KNOLL 251 #A004	VK251A004	G10930	608164042101
VIOSCA KNOLL 340 #A001	VK340A01	G10933	608164038800

Asset Name	FWE Acct. Code	Lease Number	API
VIOSCA KNOLL 340 #A002	VK340A02	G10933	608164044400
WEST CAMERON 100 #A001	WC100A01	G22510	177004112100
WEST CAMERON 100 #A002	WC100A02	G22510	177004112602
WEST CAMERON 100 #A003	WC100A03	G22510	177004117102
WEST CAMERON 100 #A004	WC100A04	G22510	177004118100
WEST CAMERON 290 #002	WC29002	G04818	177014018400
WEST CAMERON 290 #A001	WC290A0100	G04818	177014020700
WEST CAMERON 290 #A002	WC290A0200	G04818	177014024200
WEST CAMERON 290 #A003	WC290A0300	G04818	177014029100

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
EAST CAMERON 257 P/F-A	EC257PFA	G21580	EC257	100.0%
GALVESTON 255 P/F-A	GA255PFA	G01777	GA255	100.0%
GRAND ISLE 083 P/F-A	GI083PFA	G03793	GI083	100.0%
GRAND ISLE 083 P/F-B	GI083PFB	G03793	GI083	100.0%
HIGH ISLAND A-446 P/F-A	HIA446PFA	G02359	HIA446	100.0%
MAIN PASS 154 P/F-A	MP154PFA	G10902	MP154	100.0%
SOUTH MARSH IS 039 P/F-A	SM039PFA	G16320	SM039	100.0%
SOUTH MARSH IS 039 P/F-B	SM039PFB	G16320	SM039	100.0%
SOUTH MARSH IS 039 P/F-C	SM039PFC	G16320	SM039	100.0%
SOUTH TIMBALIER 242 P/F-A	ST242PFA	G23933	ST242	60.0%
VERMILION 315 P/F-A	VR315PFA	G04215	VR315	100.0%
VERMILION 315 P/F-A-AUX	VR315PFAAU	G04215	VR315	100.0%
VERMILION 332 P/F-A	VR332PFA	G09514	VR332	80.2%
VIOUCA KNOLL 113 P/F-A	VK113PFA	G16535	VK113	100.0%
VIOUCA KNOLL 251 P/F-A	VK251PFA	G10930	VK251	100.0%
VIOUCA KNOLL 251 P/F-A-AUX	VK251PFAAU	G10930	VK251	100.0%
VIOUCA KNOLL 340 P/F-A	VK340PFA	G10933	VK340	100.0%
WEST CAMERON 100 P/F-A	WC100APLT	G22510	WC100	100.0%
WEST CAMERON 289 P/F-A-PROCESS	WC289APROC	G04818	WC289	0.0%

None

SEGMENTNUMBER	COMPANYNAME	ORGAREA	ORGBLOCK	ORGNAME	RECAREA	RECBLOCK	RECNAME	SIZE	PRODUCT	STATUS	ROWNUMBER	FW Lease:
15213	Fieldwood Energy, LLC	BS	41	B	BS	42	24" SSTI	10	G/C	Partial Abandon	G25383	G21142
5911	Bandon Oil and Gas, LP	GI	83	A	GI	82	16 SSTI	6	GAS	Permitted for Abandonment	G04355	G03793
9006	Fieldwood Energy, LLC	MP	112	#02	MP	117	08 SSTI	6	BLKG	Permitted for Abandonment Approved	G11738	G09707
15220	Fieldwood Energy Offshore LLC	ST	242	A	SS	283	24 SSTI	8	G/C	Permitted for Abandonment	G26891	G23933
19427	Fieldwood Energy, LLC	VK	113	A	CA	43	A	4	BLKG	Out of Service	G29321	G16535
13721	Fieldwood Energy, LLC	VK	251	A	VK	340	A	3	AIR	Active	G28704	G10930
14876	Fieldwood Energy, LLC	VK	251	A	MP	154	A	4	H2O	Active	G22465	G10930
13720	Fieldwood Energy Offshore LLC	VK	340	8-inch SSTI	VK	251	Platform A	8	BLGH	Active	G28703	G10933
7298	Dynamic Industries, Inc	VR	315	A	VR	331	06 SSTI	6	OIL	Out of Service	G07545	G04215
10736	Dynamic Industries, Inc	VR	332	A	VR	315	A	8	BLKG	Out of Service	G15672	G09514
10737	Dynamic Industries, Inc	VR	332	A	VR	315	A	6	LIFT	Out of Service	G15673	G09514
14210	Fieldwood Energy Offshore LLC	WC	100	A	WC	102	30" SSTI	8	G/C	Permitted for Abandonment Approved	G24699	G22510
13864	Fieldwood Energy, LLC	WC	100	A	WC	102	30 SSTI	8	G/C	Permitted for Abandonment Approved	G24253	G22510
8621	Bandon Oil and Gas, LP	WC	290	A	WC	289	A	6	BLKG	Out of Service	G10532	G04818

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets
GA	255	A	10050	G30195	G01777	Fieldwood Energy Offshore LLC	06/12/13	GA 241 A005 & B004
MP	154	A	24171	G30337	G10902	Fieldwood Energy Offshore LLC	02/03/17	MP 154 A001 & A002
VR	315	A	22981	G30213	G04215	Fieldwood Energy Offshore LLC	11/26/13	VR 332 A001, A002, A005 & A006
VR	315	A-AUX	22981	G30213	G04215	Fieldwood Energy Offshore LLC	11/26/13	Production from VR 315 A RUE
WC	289	A-PROCESS	23036	G14262	G04818	Fieldwood Energy LLC	12/03/93	ROW accessory PF WC 289 A

None

Contract Type	Contract Date	Contract Title	Contract Description
Land	9/1/1981	Joint Operating Agreement	Offshore Operating Agreement 9/1/1981
Land	7/2/1986	FARMOUT AGREEMENT	Farmout Agreement 7/2/1986
Land	1/1/1987	Joint Operating Agreement	Joint Operating Agreement 1-1-87
Land	5/7/1993	Letter Agreement	Letter Agmt. dated 5-7-1993 b/b Shell Offshore Inc. and Freeport McMoran Oil and Gas Company.
Land	6/1/1993	FO	Farmout Agmt. eff. 6-1-1993 b/b Shell Offshore Inc. and Samedan Oil Coporation.
Land	6/11/1993	Joint Operating Agreement	Operating Agreement eff. 6-11-1993 b/b Samedan Oil Corporation and British Borneo Exploration Inc., et al
Land	1/21/1994	Unit Operating Agreement	Unit Operating Agreement for the Viosca Knoll .252 Unit, by and between Samedan Oil Corporation, as Operator, and Continental Land & Fur Co., Inc., dated effective January 21,1994. Preferential Right to Purchase - 15 Days. (Section 26.2)
Land	2/11/1994	Unit Agreement	Unit Agreement For Outer Continental Shelf Exploration, Development and Production Operations on theViosca Knoll 252 Unit designated Contract No. 754394013, by the Minerals Management Service, dated effective February 11, 1994, executed by Samedan Oil Corporation (as Unit Operator) and Chevron U.S.A. Inc.(as a working interest owner).
Land	6/6/1994	Letter Agreement	Letter Agreement, dated June 6, 1994, whereby Chevron U.S.A. Inc. approves, adopts and recognizes the Unit Operating Agreement, dated January 21, 1994 for the Viosca Knoll 252 Unit
Land	6/9/1994	Letter Agreement	Letter Agreement, dated June 9, 1994, by and between Chevron U.S.A. Inc., Samedan Oil Corporation and Continental Land & Fur Co., Inc.
Land	9/20/1995	OA	Operating Agreement eff. 9-20-95 b/b Samedan and Walter
Land	7/1/1996	JOA	7.1.1996 SM 39 Joint Operating Agreement, as amended
Land	7/7/1997	Letter Agreement	Letter Agreement, dated July 7, 1997, by and between Chevron U.S.A. Inc. and Samedan Oil Corporation,concerning of the OCSG 10930 Well #1 in Viosca Knoll Block 251 to a proposed depth of 22,500' and certain earning and assignment provisions, more fully described therein.
Land	11/18/1999	Letter Agreement	Letter Agreement, dated November. 18, 1999, by and between Chevron U.S.A. tic. and Samedan Oil Corporatidri being a COPAS Amendment to Unit Operating Agreement for the Viosca Knoll 252 Unit concerning Subpart (i); of Section m. "Overhead", andimade effective January 1,2000.
Land	8/5/2000	Transfer Agreement	Transfer of Ownership and Title Agreement, made and entered into August 5, 2000, by and between Bonray,Inc.; Energen Resources Corporation; Forcenergy Inc; Gardner Offshore Corporation; Guifstar Energy, Inc;; Gulfstream Energy Services, Inc.; Liberty Energy Gulf Corporation; Range Energy Ventures Corporation; and V.Saia Energy Interests, Inc., as Seller, to Range Resources Corporation and Chevron U.S.A. Inc., concerning the sale of the Main Pass Block 154 Platform "A" and the wells OCS-G 10902 No. A001 and OCS-G 10902 No. A002, all as more fully described in said document.
Land	8/5/2000	ABOS	Bill of Sale, Conveyance and Quit Claim, dated effective August 5, 2000, from Energen Resources Corporation to Chevron •U.S.A. Inc., covering Energeh's right, title 'and interests in and to the.'Main Pass Block 154 Platform"A" and the wells OCS-G 10902. No. A001 and OCS-G 10902 No. A002. all as more fully described in said document.
Land	10/23/2000	Letter Agreement	Letter Agreement, dated October 23, 2000, between Range Resources Corporation and Chevron U.S.A. Inc.,entitled "Annual Reciprocity Notice Regarding Conveyance to Chevron U.S.A. Inc. of Main Pass Black 154, South and East Addition Platform "A" arid TwoWells Thereon, Federal OCS, Offshore Alabama."
Land	12/8/2000	Letter Agreement	Letter Agreement, dated December 8, 2000 (effective December 1, 2000), by and between Chevron U.S.A. Inc.and Williams Field Services - Gulf COperating Agreementst Company, L.P., whereby Chevron U.S.A. Inc. consents to an assignment by Williams Field Services - Gulf COperating Agreementst Company, L.P., to its affiliate, Williams Mobile Bay Producer Services, L.L.C.
Land	1/11/2001	LETTER AGREEMENT	Letter, dated January 11, 2001, from the United States Department of the Interior, Minerals Management Serviceto Chevron U.S.A. Inc., approving the initial participating area plat and Exhibit C for the Viosca Knoll 252 Unit,Agreement No. 754394013, effective November 8, 2000
Land	11/1/2001	Letter Agreement	Letter Agreement, dated November 1, 2001, between Range Resources Corporation and Chevron U.S.A. Inc.,entitled "Satisfaction and Accord of Seller's P&A Obligation, Release and Discharge of Surety Bond Requirement, Amwest Surety Bond No. 15005293, Main Pass Block 154, So. and East Add."
Land	11/3/2001	Letter Agreement	Letter Agreement, dated November 3, 2011, executed between Chevron U.S.A. Inc. (granting party) and Phoenix Exploration Company, LP, Apache Corporation and Castex Offshore, Inc. (grantees), being a conditional consent to assign.
Land	1/9/2002	Letter Agreement	Letter, dated January 9, 2002, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving.a revision to the participating area plat and Exhibit C for the Viosca Knoll 252 Unit, Agreement No. 754394b1'3, effective December 1, 2001.
Land	3/1/2002	FO	Farmout Agmt. eff. 3-1-2002 b/b Samedan Oil Corporation (Farmor) and Pure Resources, L.P. (Farmee)
Land	6/9/2003	PA	Participation Agmt. eff. 6-9-2003 b/b Samedan Oil Corporation and CLK Company
Land	8/7/2003	PA	Exploration Participation Agreement, dated August 7, 2003, by and between Chevron U.S.A. Inc. andWestport Resources Corporation, as amended, concerning certain Offshore Continental Shelf properties, all as is more fully, provided'for and described therein.
Land	3/18/2004	PSA	PSA dated 3-18-04 but eff. 9-1-2003 b/b Noble Energy, Inc. and Northstar Gulfsands, LLC
Land	5/28/2004	Letter Agreement	Letter, dated May 28, 2004, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision to the participating area plat and Exhibit Cfor theViosca Knoll 252 Unit, Agreement No. 754394013, effective December 1, 2003.
Land	8/1/2004	Unit Operating Agreement	Amendment and Supplement to?Unit Operating Agreement for the Viosca Knoll 252 Unit, dated August 1,2004, by and between Chevron Uis.A. Inc. and-Noble Energy, Inc
Land	9/1/2004	JOA	Operating Agreement eff. 9-1-04

Land	10/14/2004	Letter Agreement	Letter Agreement, dated October. 14, 2004, between Ghevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement Terin's, Viosca Knoll 251 "A" Platform/Cadillac Prospect and any Other Future Non-unit Production
Land	10/28/2004	PSA	PSA dated 10-28-2004 but eff. 7-1-2004 B/B Eni Deepwater LLC and Northstar Gulfsands, LLC
Land	11/1/2004	PA	Exploration Participation Agreement, dated November 1, 2004, by and between Chevron U.S.A. Inc. and Newfield Exploration Company, concerning certain Offshore Continental Shelf properties, all as is more fully provided for and described therein
Land	11/18/2004	Letter Agreement	Letter Agreement, dated November 18; 2004, between Chevron U.S.A. Inc. and Newfield Exploration Company, amending the terms of Letter Agreement, dated October 14, 2004, between Chevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement Terms, Viosca Knoll 251 "A" Platform, Cadillac Prospect and any Other Future Non-unit Production:
Land	11/1/2005	Partition and Redemption Agreement	Partition and Redemption Agmt. dated 11-1-2005 b/b Northstar Gulfsands, LLC and Gulfsands Petroleum USA, Inc.
Land	11/7/2005	Unit Agreement	Amendment to Unit Agreement, Viosca Knoll Block 252 Unit, Contract No. 754394013, dated November 7, 2005 (effective November 1, 2005) as approved by the Minerals Management Service by letter dated January 10, 2007, but made effective November 8, 2006, replacing Exhibits "A", "B" and "C" and Article 13.1 in its entirety (reduction of Unit Area)
Land	12/20/2005	Letter Agreement	Letter Agreement, dated December 20, 2005, between Noble Energy, Inc. and Ghevron U.S.A. Inc., being a consent to disclose confidential data
Land	3/1/2006	ABOS	ABOS eff. 3-1-2006 b/b Noble Energy, Inc. as Assignor and Coldren Resources LP as Assignee.
Land	1/10/2007	Letter Agreement	Letter dated January 10, 2007, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision Exhibits "A", "B" and "C" reflecting a change in the Unit Area due to contraction provisions in the Viosca Knoll 252 Unit, Agreement No. 754394013.
Land	7/7/2008	Acquisition	Stock Purchase Agmt dated July 7, 2008 b/b Northstar E&P, LP and Dynamic Offshore Resources, LLC
Land	7/7/2008	Letter Agreement	VR 332 A5 Letter Agmt dated July 7, 2008 b/b Northstar Interests, L.C. and Dynamic Offshore Resources, LLC
Land	8/1/2011	ABOS	ABOS eff. 8-1-2011 b/b XTO Offshore Inc. ("Assingor") and Dynamic Offshore Resources, LLC ("Assignee")
Land	11/3/2011	Letter Agreement	Letter Agreement, dated November 3, 2011, executed between Chevron U.S.A. Inc. (granting party) and Phoenix Exploration Company, LP, Apache Corporation and Castex Offshore, Inc. (grantees), being a conditional consent to assign.
Land	5/2/2012	Letter Agreement	Letter, dated May 2, 2012 between Newfield Exploration Company and Chevron U.S.A. Inc., being a waiver of confidentiality provision grant by Chevron in favor of Newfield;
Land	7/1/2013	Acquisition	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013
Land	12/1/2013	Acquisition	Equity Purchase Agreement between Sandridge Energy, Inc., Sandridge Holdings, Inc. and Fieldwood Energy LLC: Fieldwood purchased all companies listed with their assets which included Offshore and SandRidge Legacy South Texas and South Louisiana assets.
Land	10/15/2014	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, Prime Offshore L.L.C., Tammany Oil and Gas LLC and Castex Offshore, Inc.
Land	4/2/2015	Consent to Disclose Confidential Information	by and between Filedwood Energy LLC, Bandon Oil and Gas, LP and Chevron U.S.A. Inc.: VK 252 Unit Area
Land	8/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: MP 77, 78 and VK 251, 252, 340 Fields
Land	10/15/2015	Release and Settlement Agreement	by and between Fieldwood Energy LLC and Fairways Offshore Exploration, Inc.: Release and Settlement Agreement
Land	12/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC, ENI US Operating Inc., and ENI Petroleum US LLC: GA 151, SS 246, SS 247, SS 248, SS 249, SS 270, SS 271, VR 78, VR 313, WC 72, WC 100, WC 130
Land	12/1/2015	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, ENI US Operating Inc. and ENI Petroleum US LLC: Release and Settlement Agreement
Land	8/1/2016	Letter Agreement	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: RUE No. OCS-G 22052 for MP 154 surface wells used as disposal wells for VK 252 Unit
Land	8/1/2016	Letter Agreement	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: RUE No. OCS-G 22052 for MP 154 surface wells used as disposal wells for VK 252 Unit
Land	8/4/2016	Letter of No Objection	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: submitted new RUE to replace OCS -G 22052, consent by chevron to issuance of new RUE
Land	8/4/2016	Letter of No Objection	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: submitted new RUE to replace OCS -G 22052, consent by chevron to issuance of new RUE
Land	10/1/2016	ABOS	by and between Fieldwood Energy Offshore LLC and GS E&R America Offshore, LLC:
Land	11/21/2016	Offer to Purchase	by and between Fieldwood Energy Offshore LLC and GS E&R America Offshore, LLC: Offer to Purchase GS E & R America Offshore, LLC's Interest in GI 94, SS 79, VR 332 and WD 34
Land	8/1/2017	ABOS	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC:
Land	9/19/2017	Offer to Purchase	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC: Offer to Purchase SCL Resources, LLC's Interest in GI 94, SS 79, VR 332 and WD 34
PHA VR 315/VR 332 A01 and VR 333	10/15/1995	PRODUCTION HANDLING AGMT	PHA VR 315/VR 332 and VR 333 by and between Fieldwood and CANNAT ENERGY INC. and CANNAT ENERGY INC.
PHA VR 315/VR 332A02 and VR 333	10/15/1995	PRODUCTION HANDLING AGMT	PHA VR 315/VR 332 and VR 333 by and between Fieldwood and CANNAT ENERGY INC. and CANNAT ENERGY INC.
PHA VR 315/VR 332A05	10/15/1995	PRODUCTION HANDLING AGMT	PHA VR 315/VR 332 and VR 333 by and between Fieldwood and ANKOR E&P HOLDINGS CORPORATION and ANKOR E&P HOLDINGS CORPORATION
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-22 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	6/14/2000	FACILITIES OPERATING AND MAINTENANCE AGMT	WILL74 OP&MN FEE-VK251A by and between Fieldwood and WILLIAMS FIELD SERVICES and WILLIAMS FIELD SERVICES
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco

Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	ISCT Contract	ISCT Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Texas Eastern and Texas Eastern
Marketing Gas - Transport	10/1/2014	IT Gathering	Pelican Pipeline by and between Fieldwood Energy LLC and Targa Midstream Services and Targa Midstream Services
Marketing Gas - Transport	12/12/2013	IT Transport Contract	Searobin West Transprt, IT max rate - all receipt points by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde Transport	Searobin Retrograde contract. IT max rate by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	8/1/2012	IT Transport & Discount Letter	Searobin West Discounted Trans =.1758 plus Discounted Gathering .0642 = total discounted rate - \$.24 - Discount only for SMI 39 & El 337 by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	8/1/2012	IT Retrograde & Discount Letter	Searobin West Discounted Trans =.1758 plus Discounted Gathering .0642 = total discounted rate - \$.24 - Discount only for SMI 39 & El 337 by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	8/1/2012	IT PTR & Discount Letter	Searobin West Discounted Trans =.1758 plus Discounted Gathering .0642 = total discounted rate - \$.24 - Discount only for SMI 39 & El 337 by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas-Gathering	6/14/2000	Gas Gathering Agreement	Gas Gathering Agreement by and between Fieldwood Energy LLC and Carbonate Trend and Carbonate Trend
Marketing-Gas Gathering	6/14/2000	Gas Gathering Agreement	Gas Gathering Agreement by and between Fieldwood Energy LLC and Carbonate Trend and Carbonate Trend
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy Offshore LLC and Third Coast Midstream LLC (formerly Panther Operating Company, LLC) and Third Coast Midstream LLC (formerly Panther Operating Company, LLC)
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement fo the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Dynamic Offshore Resources, LLC and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy Offshore LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Dynamic Offshore Resources, LLC and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy Offshore LLC and and
Liquid Transportation BTU Makeup	11/1/2007	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement-Southeast Lateral (into Bayou Black) 28 0008 000	Liquid Transportation BTU Makeup by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Terminalling Agreement	2/1/2014	Terminalling Agreement Between WFS-Liquid LLC and Fieldwood Energy LLC - Contract BB111	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid LLC and WFS-Liquid LLC
Oil Liquids Transportation Agreement	5/1/2015	Transportation Agreement for Interruptible Service Under Rate Schedule ITS Between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/1/2015	Exhibit A for Transportation Agreement for Interruptible Service Under Rate Schedule ITS between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Retrograde Condensate Separation Agreement	9/1/2012	Amendment No. 3 to Retrograde Condensate Separation Agreement	Retrograde Condensate Separation by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Retrograde Condensate Separation Agreement	3/1/2018	Amendment No. 5 to Retrograde Condensate Separation Agreement No. 2393	Retrograde Condensate Separation by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Crude Sales	8/19/2020	STUSCO CONTRACT REF. NO. - CL69LP0065	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	8/19/2020	STUSCO CONTRACT REF. NO. - CL69LP0069	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	8/19/2020	STUSCO CONTRACT REF. NO. - CL69LP0071	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	8/19/2020	STUSCO CONTRACT REF. NO. - CL69LP0071	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	8/19/2020	STUSCO CONTRACT REF. NO. - CL69LP0071	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	8/11/2020	STUSCO CONTRACT REF. NO. - CLP0003964	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	1/31/2014	Term Evergreen Lease Purchase	Chevron buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Chevron Products Company and Chevron Products Company
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC

MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	10/1/2010	PROCESSING AGREEMENT-GREATER of Fee or POL	GPM; <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	11/1/2010	PROCESSING AGREEMENT- 1ST AMENDMENT-GREATER of Fee or POL	GPM; <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	7/24/2012	PROCESSING AGREEMENT- 2ND AMENDMENT-GREATER of Fee or POL	GPM; <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	10/1/1995	CONTRUCTION/OPERATING (NI)	CONTRUCTION/OPERATING (NI) by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	9/1/2010	EXHIBIT B-1 COMMITMENT FORM TO C&O AGREEMENT	EXHIBIT B-1 COMMITMENT FORM TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/18/2010	BALLOT TO EXTEND MCMORAN GPA THOROUGH 12/31/2011	BALLOT TO EXTEND MCMORAN GPA THOROUGH 12/31/2011 by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	12/1/2010	BALLOT TO AMEND EXHIBIT E TO C&O AGREEMENT	BALLOT TO AMEND EXHIBIT E TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	6/1/2012	EXHIBIT B-1 COMMITMENT FORM TO C&O AGREEMENT	EXHIBIT B-1 COMMITMENT FORM TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/1/2012	BALLOT TO APPROVE ENTERPRISE AS PLANT OPERATOR TO C&O AGREEMENT	BALLOT TO APPROVE ENTERPRISE AS PLANT OPERATOR TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/1/2012	APPROVAL OF AFES TO C&O AGREEMENT	APPROVAL OF AFES TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	9/25/2013	BALLOT TO C&O AGREEMENT	BALLOT TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/6/2013	REVISED EXHIBIT C TO C&O AGREEMENT	REVISED EXHIBIT C TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	12/1/2000	SERVICE-DEHYDRATION (NI)	SERVICE-DEHYDRATION (NI) by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	2/1/2000	SERVICE-FRACTIONATION (NI)	SERVICE-FRACTIONATION (NI) by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/1992	BASE	BASE by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/1/1995	CONSTRUCTION/OPERATING (NI)	CONSTRUCTION/OPERATING (NI) by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/13/1998	RAW MAKE	RAW MAKE by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	11/13/1998	AMENDMEMT	AMENDMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/31/2001	LIQ EXCHANGE	LIQ EXCHANGE by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	2/1/2005	GAS PROCESSING AGREEMENT	88/12% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	2/20/2008	FIRST AMENDMENT TO GAS PROCESSING AGREEMENT	88/12% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Environmental/Govt	6/24/2019	Master Services Contract	– IT and Consulting Support for the HWCG - Fieldwood Portal for Various Exercises
Environmental/Govt	10/2/2019	Software License Agreement	IT and Consulting Support for the HWCG - Fieldwood Portal for Various Exercises
Environmental/Govt	11/19/2018	Master Service Contract	Regulatory
Environmental/Govt	11/1/2013	Master Services Contract	Platform Audits / BSEE Drawings
Environmental/Govt	10/30/2019	Master Client Agreement	Industry Standards, Analytics, and Research / Subscription Service
Environmental/Govt	11/15/2019	Order Form	Industry Standards, Analytics, and Research / Subscription Service
Land	10/1/2003	PSA	By and Between UNOCAL, Pure Resources, L.P., Pure Partners, L.P. and SPN Resources, LLC (Fieldwood SP)
Land	5/16/2001	JOA	Unocal and Callon dated 5/16/2001 but effective 2/14/2001
Land	8/1/2010	JOA	Amdt to JOA dated 5/16/2001 by and between Unocal and Callon
Land	11/28/1979	OA	McMoran et al
Land	2/18/2000	OA	b/b Chevron and Samedan

None

Exhibit III-A

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres (Ac)	Operator	WI	Lease Status
MYETTE POINT - ONSHORE	-	14519	SL - TX	WI	-	-	-	-	50.0%	UNIT
MYETTE POINT - ONSHORE	-	14520	SL - TX	WI	-	-	-	-	50.0%	UNIT
MYETTE POINT - ONSHORE	-	14914	SL - TX	WI	-	-	-	-	65.6%	UNIT
SOUTH PASS 42/43 FED / SL LA	-	16869	SL - LA	WI	-	-	-	-	100.0%	PROD
EUGENE ISLAND 010 (SL 19269) - (SL LA)	-	19266	SL - LA	WI	-	-	-	-	17.3%	ACTIVE
FRANKLIN GAP	-	JMB Partnership	Onshore		2/6/2019				100.0%	-
FRANKLIN GAP	-	JMB Partnership	Onshore		2/25/2018				100.0%	-
FRANKLIN GAP	-	Richardson A Caffery et al	Onshore		2/1/2016				100.0%	-
FRANKLIN GAP	-	Caroline Baker Trust No 1	Onshore		1/22/2016				100.0%	-
ONSHORE/ STATE LEASE	-	19051	SL - LA	ORRI	8/9/2006			Southern Oil of Louisiana	0.2%	UNIT
WEST CAMERON 009 (SL LA)	-	18287	SL - LA	WI	-	-	-	-	44.2%	-
	-	17072	SL - LA	WI	-	-	-	-	37.8%	ACTIVE
	-	42450	SL - LA	WI	-	-	-	Fieldwood Onshore	62.5%	TERMINATED
	-	490100	SL - LA	WI	-	-	-	IRidge Exploration & Produ	100.0%	SCOPING
STATE TRACT 773	-	111650	SL - TX					TR Offshore, LLC	7.2%	ACTIVE
STATE TRACT 773	-	115727	SL - TX					TR Offshore, LLC	7.0%	ACTIVE
STATE TRACT 773	-	114988	SL - TX					TR Offshore, LLC	7.0%	ACTIVE
	-	19334	SL - TX	WI	-	-	-	Elliott Oil & Gas Operating	75.0%	INJECTION
	-	136449	SL - TX	WI	-	-	-	TR Offshore, LLC	7.0%	ACTIVE
	-	09061	SL - TX	WI	-	-	-	Landon Browning	33.3%	TERMIN
	-	168986	SL - TX	WI	-	-	-	Fieldwood Onshore	100.0%	TERMIN
	-	189098	SL - TX	WI	-	-	-	Fieldwood Onshore	100.0%	TERMIN
	-	206882	SL - TX	WI	-	-	-	Fieldwood Onshore	100.0%	TERMIN
	-	03770	SL - LA	WI	-	-	-	-	50.0%	UNIT
BRETON SOUND 52/53 FED / SL LA	-	03770	SL - LA	WI	-	-	-	-	50.0%	UNIT
BRAZOS A-102/A-105	BA A-102	G01754	Federal	RT	6/1/1968	6/14/2020	5,760	Fieldwood En	100.0%	TERMIN
BRAZOS A-102/A-105	BA A-105	G01757	Federal	RT A	7/1/1968		5,760	Fieldwood En	87.5%	PROD
BRAZOS A-102/A-105	BA A-105	G01757	Federal	RT B	7/1/1968		5,760	Fieldwood En	100.0%	PROD
BRAZOS A-133	BA A-133	G02665	Federal	RT	7/1/1974		5,760	GOM Shelf	25.0%	PROD
EAST BREAKS 158/159/160/161	EB 158	G02645	Federal	RT	7/1/1974		5,760	Fieldwood SD Off	66.0%	PROD
EAST BREAKS 158/159/160/161	EB 159	G02646	Federal	RT	7/1/1974		5,760	Fieldwood SD Off	66.0%	PROD
EAST BREAKS 158/159/160/161	EB 160	G02647	Federal	RT	7/1/1974		5,760	Fieldwood SD Off	100.0%	PROD
EAST BREAKS 158/159/160/161	EB 161	G02648	Federal	RT	7/1/1974		5,760	Fieldwood SD Off	100.0%	PROD
EAST BREAKS 165	EB 165	G02680	Federal	RT	10/1/1983		5,760	Fieldwood SD Off	100.0%	UNIT
EAST BREAKS 165	EB 209	G07397	Federal	RT	9/1/1984		5,760	Fieldwood SD Off	100.0%	UNIT
EAST CAMERON 330	EC 330	G03540	Federal	OP 1	8/1/1977	2/8/2017	5,000	Fieldwood En Off	50.0%	TERMIN
EAST CAMERON 331/332	EC 331	G08658	Federal	OP 1	8/1/1987		5,000	Fieldwood En Off	92.8%	TERMIN
EAST CAMERON 331/332	EC 331	G08658	Federal	OP 2	8/1/1987		5,000	Fieldwood En Off	92.8%	TERMIN
EAST CAMERON 331/332	EC 332	G09478	Federal	RT	5/1/1988		5,000	Fieldwood En Off	88.0%	TERMIN
EAST CAMERON 331/332	EC 332	G09478	Federal	OP 1	5/1/1988		5,000	Fieldwood En Off	88.0%	TERMIN
EAST CAMERON 349	EC 349	G14385	Federal	OP 1	5/1/1994		5,000	W & T Off	25.0%	PROD
EAST CAMERON 349	EC 350	G15157	Federal	OP 1	9/1/1995	12/27/2001	5,000	W & T Off	25.0%	TERMIN
EAST CAMERON 349	EC 356	G13592	Federal	RT	9/1/1992	12/29/1999	5,000	W & T Off	25.0%	RELINQ
EAST CAMERON 371	EC 371	G02267	Federal	CONT	2/1/1973	3/31/2010	5,000	Talos ERT	25%	TERMIN
EUGENE IS. 100	EI 100	00796	Federal	Contractual	5/1/1960	-	5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 173/174/175	EI 175	00438	Federal	OP 1	12/1/1954	-	5,000	Fieldwood En	25.0%	PROD
EUGENE IS. 307	EI 307	G02110	Federal	RT	2/1/1971	11/4/2019	2,500	Fieldwood En Off	25.0%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	EI 311	G27918	Federal	RT	7/1/2006	9/27/2012	5,000	Dynamic Off Res	60.0%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	EI 312	G22679	Federal	OP 1	6/1/2001	8/7/2020	5,000	Fieldwood En	60.0%	TERMIN
EUGENE IS. 32	EI 32	00196	Federal	OP 1	11/26/1946		5,000	Cox Op	23.7%	PROD
EUGENE IS. 330	EI 330	G02115	Federal	Contractual	1/1/1971		5,000	Fieldwood En	17.0%	UNIT
EUGENE IS. 342/343	EI 342	G02319	Federal	RT A	2/1/1973		5,000	Fieldwood En	50.0%	TERMIN
EUGENE IS. 53	EI 53	00479	Federal	OP 1	12/1/1954		5,000	Fieldwood En	11.1%	PROD
EUGENE IS. 62/63/77	EI 63	00425	Federal	RT	12/1/1954	10/20/2003	5,000	Fieldwood En Off	100.0%	TERMIN
EWING BANK 782/826 / ST 291	EW 782	G05793	Federal	CONT	7/1/1983	3/25/1994	1093	Fieldwood En	100.0%	TERMIN
GALVESTON 151	GA 151	G15740	Federal	RT	11/1/1995	4/12/2016	4,804	Fieldwood En	33.0%	TERMIN
GALVESTON 210	GA 210	G25524	Federal	OP 1	12/1/2003		5,760	Fieldwood En	16.7%	PROD
GALVESTON 210	GA 210	G25524	Federal	OP 3	12/1/2003		5,760	Fieldwood En	33.0%	PROD
GALVESTON A-155	GA A-155	G30654	Federal	RT	10/1/2006	5/14/2018	5,760	Peregrine O&G	10.8%	TERMIN
GREEN CANYON 157	GC 157	G24154	Federal	RT	6/1/2002	8/15/2020	5,760	LLOG Exp Off	15.0%	TERMIN
GREEN CANYON 157	GC 201	G12210	Federal	OP	5/1/1990		5,760	Fieldwood En Off	15.0%	UNIT
GREEN CANYON 200 (Troika)	GC 245	G05916	Federal	CONT	7/1/1983		5,760	Fieldwood En Off	100.00%	TERMIN
GREEN CANYON 64/65/108/109/243	GC 64	G07005	Federal	CONT	6/1/1984	5/29/1998	5,760	Fieldwood En Off	49.0%	RELINQ
HIGH IS. A-341	HI A-341	G25605	Federal	RT	12/1/2003		5,760	Fieldwood En	40.0%	PROD
HIGH IS. A-365/A-376	HI A-365	G02750	Federal	RT	7/1/1974		5,760	Fieldwood En	49.6%	PROD
HIGH IS. A-365/A-376	HI A-376	G02754	Federal	RT	7/1/1974		5,760	Fieldwood En	55.4%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-382	G02757	Federal	RT	7/1/1974		5,760	Fieldwood En	27.6%	PROD
HIGH IS. A-474	HI A-474	G02366	Federal	RT	8/1/1973	2/28/2017	5,760	McMoran O&G	12.0%	TERMIN
HIGH ISLAND A-474/489	HI A-475	G02367	Federal	CONT	8/1/1973	12/25/1999	5,760	McMoran O&G	12.0%	TERMIN
HIGH IS. A-474	HI A-489	G02372	Federal	RT	8/1/1973	2/28/2017	5,760	McMoran O&G	12.0%	TERMIN
HIGH ISLAND A-510	HI A-531	G02696	Federal	OP 1	7/1/1974	11/6/2016	5,760	Fieldwood En Off	75.0%	TERMIN
HIGH IS. A-550	HI A-550	G04081	Federal	RT	10/1/1979		5,760	Fieldwood En Off	100.0%	PROD
HIGH IS. A-550	HI A-550	G04081	Federal	OP 1	10/1/1979		5,760	Fieldwood En Off	100.0%	PROD
HIGH IS. A-550	HI A-550	G04081	Federal	OP 2	10/1/1979		5,760	Fieldwood En Off	100.0%	PROD
HIGH IS. A-563 (563/564/581/582)	HI A-563	G02388	Federal	OP 1	8/1/1973		5,760	Cox Op	2.0%	PROD
HIGH IS. A-563 (563/564/581/582)	HI A-564	G02389	Federal	OP 1	8/1/1973	4/18/1998	5,760	Cox Op	2.0%	TERMIN
HIGH IS. A-573 (382/572/573/595/596)	HI A-572	G02392	Federal	RT	8/1/1973	5/18/2006	5,760	Fieldwood En	24.1%	TERMIN
HIGH IS. A-573 (382/572/573/595/596)	HI A-573	G02393	Federal	RT	8/1/1973		5,760	Fieldwood En	27.6%	PROD
HIGH IS. A-563 (563/564/581/582)	HI A-581	G18959	Federal	RT	12/1/1997	7/1/2005	5,760	Cox Op	2.0%	TERMIN
HIGH IS. A-563 (563/564/581/582)	HI A-582	G02719	Federal	OP 1	7/1/1974		5,760	Cox Op	2.3%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-595	G02721	Federal	RT	7/1/1974		5,760	Fieldwood En	27.6%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-596	G02722	Federal	RT	7/1/1974		5,760	Fieldwood En	27.6%	PROD
MOBILE BAY 861	MO 861	G05062	Federal	RT	4/1/1982	10/13/2009	5,198	Providence Res GOM 2	100.0%	TERMIN
MOBILE BAY 861	MO 861	G05062	Federal	OP 1	4/1/1982	10/13/2009	5,198	Providence Res GOM 2	50.0%	TERMIN
MAIN PASS 101	MP 101	G22792	Federal	RT	7/1/2001	9/5/2014	4,995	Fieldwood En Off	77.5%	TERMIN
MAIN PASS 109	MP 109	G22794	Federal	OP 1	5/1/2001	4/1/2016	4,995	W & T Off	33.3%	TERMIN
MAIN PASS 109	MP 109	G22794	Federal	OP 2	5/1/2001	4/1/2016	4,995	W & T Off	33.3%	TERMIN
MAIN PASS 77	MP 77	G04481	Federal	RT	11/1/1980		4,655	Fieldwood En Off	73.8%	RELINQ
SOUTH PELTO 13	PL 13	G03171	Federal	OP 3	7/1/1975	5/23/2018	5,000	ANKOR En	2.0%	TERMIN
VERMILION 272 / SOUTH MARSH 102	SM 102	G24872	Federal	RT	5/1/2003		3,113	Fieldwood En Off	100.0%	PROD
SOUTH MARSH IS. 132	SM 132	G02282	Federal	RT	2/1/1973	4/1/2016	5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 135	G19776	Federal	RT	5/1/1998	2/18/2012	3,293	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 136	G02588	Federal	RT	5/1/1974	8/4/2019	2,500	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 137	G02589	Federal	RT	5/1/1974	6/30/2015	5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 147	SM 139	G21106	Federal	OP 1	7/1/1999	8/22/2020	5,000	Fieldwood En Off	100.0%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	SM 142	G01216	Federal	RT	6/1/1962	8/7/2020	2,761	Fieldwood En Off	86.1%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	SM 142	G01216	Federal	OP 1	6/1/1962	8/7/2020	2,761	Fieldwood En Off	86.1%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	SM 143	G01217	Federal	CONT	5/1/1962	7/17/1997	2,738	Fieldwood En Off	16.0%	TERMIN
SOUTH MARSH IS. 147	SM 146	G09546	Federal	RT	7/1/1988	6/1/2012	5,000	Dynamic Off Res	100.0%	TERMIN
SOUTH MARSH IS. 147	SM 147	G06693	Federal	RT	7/1/1984	1/14/2011	5,000	Fieldwood En Off	100.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 150	G16325	Federal	RT	6/1/1996	5/22/2018	3,329	Fieldwood En	50.0%	RELINQ
SOUTH MARSH IS. 268/269/280/281	SM 268	G02310	Federal	RT	1/1/1973	9/7/2009	3,237	Fieldwood En	30.1%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 269	G02311	Federal	RT	1/1/1973		5,000	Fieldwood En	17.7%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 269	G02311	Federal	RT	1/1/1973		5,000	Fieldwood En	9.1%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 269	G02311	Federal	RT	1/1/1973		5,000	Fieldwood En	0.4%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 280	G14456	Federal	OP 1	6/1/1994		5,000	Fieldwood En	50.0%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 280	G14456	Federal	OP 3	6/1/1994		5,000	Fieldwood En	50.0%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 281	G02600	Federal	RT	4/1/1974		3,214	Fieldwood En	31.9%	PROD

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres (Ac)	Operator	WI	Lease Status
SOUTH MARSH IS. 66	SM 66	G01198	Federal	RT	6/1/1962	9/25/2019	5,000	Fieldwood En	50.0%	TERMIN
VERMILION 272 / SOUTH MARSH 102	SM 87	G24870	Federal	RT	5/1/2003		3,077	Castex Off	100.0%	PROD
SOUTH PASS 60	SP 17	G02938	Federal	RT	11/1/1974		962	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 37	SP 37	G0697	Federal	OP 1	10/1/1959	-	2,500	Whitney O&G	44.0%	PROD
SOUTH PASS 42/43 FED / SL LA	SP 42	G0311	SL- LA	WI	-	-	-	-	100.0%	SOP
SOUTH PASS 60	SP 59	G02942	Federal	RT	11/1/1974		1,657	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 59	G02943	Federal	RT	11/1/1974		907	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 59, SP 60	G01608	Federal	RT	7/1/1967		3,510	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 6	G03337	Federal	RT	4/1/1976		318	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 6	G03337	Federal	OP	4/1/1976		318	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 60	G02137	Federal	RT	11/1/1971		1,762	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 61	G01609	Federal	RT	7/1/1967		5,000	Fieldwood En	100.0%	UNIT
SOUTH PASS 60	SP 61	G01609	Federal	OP 1	7/1/1967		5,000	Fieldwood En	100.0%	UNIT
SOUTH PASS 60	SP 66	G01611	Federal	RT	6/1/1967		4,310	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 67	G01612	Federal	RT	7/1/1967		5,000	Fieldwood En Off	100.0%	UNIT
SHIP SHOAL 149	SS 149	G0434	Federal	OP 1	1/1/1955	2/25/2020	5,000	W & T Off	3.0%	TERMIN
SHIP SHOAL 149	SS 149	G0434	Federal	OP 2	1/1/1955	2/25/2020	5,000	W & T Off	3.0%	TERMIN
SHIP SHOAL 149	SS 149	G0434	Federal	OP 1	1/1/1955	2/25/2020	5,000	W&T Off	3.0%	TERMIN
SHIP SHOAL 149	SS 149	G0434	Federal	OP 2	1/1/1955	2/25/2020	5,000	W&T Off	3.0%	TERMIN
SHIP SHOAL 169/182/193/194	SS 169	G0820	Federal	RT	4/1/1960		5,000	Fieldwood En	33.3%	PROD
SHIP SHOAL 177	SS 177	G0590	Federal	RT	9/1/1955		5,000	W & T Off	25.0%	PROD
SHIP SHOAL 189	SS 189	G04232	Federal	OP 5	12/1/1979		5,000	Fieldwood En	1.0%	PROD
SHIP SHOAL 204	SS 204	G01520	Federal	RT	7/1/1967		5,000	Fieldwood En	20.9%	PROD
SHIP SHOAL 204	SS 204	G01520	Federal	RT	7/1/1967		5,000	Fieldwood En	0.2%	PROD
SHIP SHOAL 190/206/216	SS 206	G01522	Federal	RT	7/1/1967		5,000	Fieldwood En	40.0%	UNIT
SHIP SHOAL 190/206/216	SS 207	G01523	Federal	RT	7/1/1967		5,000	Fieldwood En	27.5%	UNIT
SHIP SHOAL 190/206/216	SS 207	G01523	Federal	RT	7/1/1967		5,000	Fieldwood En	0.3%	UNIT
SHIP SHOAL 190/206/216	SS 207	G01523	Federal	OP	7/1/1967		5,000	Fieldwood En	0.3%	UNIT
SHIP SHOAL 214	SS 214	G0828	Federal	RT	5/1/1960		5,000	W & T Off	35.5%	PROD
SHIP SHOAL 214	SS 214	G0828	Federal	OP 1	5/1/1960		5,000	W & T Off	13.5%	PROD
SHIP SHOAL 190/206/216	SS 216	G01524	Federal	RT	7/1/1967		5,000	Fieldwood En	19.7%	PROD
SHIP SHOAL 190/206/216	SS 216	G01524	Federal	RT	7/1/1967		5,000	Fieldwood En	0.3%	PROD
SHIP SHOAL 233/238	SS 232	G15293	Federal	RT	9/1/1995	2/10/2012	5,000	W & T Off	33.8%	TERMIN
SHIP SHOAL 214	SS 233	G01528	Federal	RT	7/1/1967		5,000	W & T Off	33.8%	PROD
SHIP SHOAL 233/238	SS 238	G03169	Federal	RT	7/1/1975		5,000	W & T Off	34.5%	PROD
SHIP SHOAL 233/238	SS 238	G03169	Federal	OP 2	7/1/1975		5,000	Peregrine O&G II	34.5%	PROD
SHIP SHOAL 246/247/248/270/271	SS 246	G01027	Federal	OP 11	6/1/1962		5,000	Fieldwood En Off	80.7%	TERMIN
SHIP SHOAL 246/247/248/270/271	SS 246	G01027	Federal	OP 13	6/1/1962		5,000	Fieldwood En Off	76.8%	TERMIN
SHIP SHOAL 246/247/248/270/271	SS 247	G01028	Federal	RT B	6/1/1962		5,000	Fieldwood En Off	89.2%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 247	G01028	Federal	RT C	6/1/1962		5,000	Fieldwood En Off	77.3%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 248	G01029	Federal	RT B	6/1/1962		5,000	Fieldwood En Off	77.3%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 249	G01030	Federal	OP 1	6/1/1962		5,000	Fieldwood En Off	79.7%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 249	G01030	Federal	OP 2	6/1/1962		5,000	Fieldwood En Off	68.8%	UNIT
SHIP SHOAL 252/253	SS 252	G01529	Federal	RT	7/1/1967		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 252	G01529	Federal	OP 1	7/1/1967		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 252	G01529	Federal	OP 2	7/1/1967		5,000	Fieldwood En Off	31.9%	PROD
SHIP SHOAL 252/253	SS 253	G01031	Federal	RT	6/1/1962		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 253	G01031	Federal	OP 1	6/1/1962		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 253	G01031	Federal	OP 2	6/1/1962		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 253	G01031	Federal	OP 4	6/1/1962		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 253	G01031	Federal	OP 5	6/1/1962		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 246/247/248/270/271	SS 270	G01037	Federal	RT	3/13/1962		5,000	Fieldwood En Off	89.2%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 271	G01038	Federal	RT	3/13/1962		5,000	Fieldwood En Off	72.3%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 271	G01038	Federal	OP	3/13/1962		5,000	Fieldwood En Off	72.3%	UNIT
SHIP SHOAL 300/314/315	SS 291	G02923	Federal	RT B	12/1/1974		3,750	Fieldwood En	15.4%	OPERN
SHIP SHOAL 300/314/315	SS 300	G07760	Federal	RT	8/1/1985		5,000	W & T Off	24.3%	PROD
SHIP SHOAL 300/314/315	SS 315	G09631	Federal	RT	6/1/1988		5,000	W & T Off	25.0%	PROD
SHIP SHOAL 300/314/315	ST 169	G01253	Federal	RT	6/1/1962	1/8/2010	4,708	Beryl O&G	100.0%	TERMIN
SOUTH TIMBALIER 195	ST 195	G03593	Federal	RT	8/1/1977	2/5/2019	5,000	Fieldwood En Off	100.0%	TERMIN
SOUTH TIMBALIER 316	ST 315	G23946	Federal	RT	7/1/2002		4,458	W & T Off	50.0%	PROD
SOUTH TIMBALIER 316	ST 316	G22762	Federal	RT	6/1/2001		4,435	W & T Off	40.0%	PROD
VIOSCA KNOLL 780	VK 824	G15436	Federal	CONT	9/1/1995	8/20/2013	5,760	Fieldwood En	6.1%	RELINQ
VIOSCA KNOLL 826 (NEPTUNE)	VK 826	G06888	Federal	RT	6/1/1984	5/16/2018	5,760	Fieldwood En	100.0%	TERMIN
VK0826-VIOSCA KNOLL 826 (NEPTUNE) SWC	VK 917	G15441	Federal	OP	7/1/1995		5,760	Fieldwood En	85.0%	PROD
VIOSCA KNOLL 917 / 962 (SWORDFISH)	VK 962	G15445	Federal	OP 1	7/1/1995	8/4/2019	5,760	Fieldwood En	85.0%	TERMIN
VERMILION 196	VR 196	G19760	Federal	OP 1	8/1/1998		5,000	Fieldwood En Off	63.1%	TERMIN
VERMILION 196	VR 207	G19761	Federal	OP 1	8/1/1998	7/27/2009	5,000	Fieldwood En Off	46.4%	RELINQ
VERMILION 261/262	VR 261	G03328	Federal	RT	4/1/1976	8/10/2020	5,429	Fieldwood En	25.0%	TERMIN
VERMILION 261/262	VR 261	G03328	Federal	OP 1	4/1/1976	8/10/2020	5,429	Fieldwood En	25.0%	TERMIN
VERMILION 261/262	VR 262	G34257	Federal	RT	10/1/2012	7/7/2017	5,485	Fieldwood En	25.0%	RELINQ
VERMILION 272 / SOUTH MARSH 102	VR 272	G23829	Federal	RT	6/1/2002		4,381	Fieldwood En Off	100.0%	PROD
VERMILION 272 / SOUTH MARSH 102	VR 273	G14412	Federal	OP 3	5/1/1994	6/1/2010	5,000	Fieldwood En Off	100.0%	TERMIN
VERMILION 279	VR 279	G11881	Federal	OP 1	5/1/1990		5,000	Talos En Off	50.0%	TERMIN
VERMILION 313	VR 313	G01172	Federal	OP 1	6/1/1962		5,000	Fieldwood En Off	100.0%	TERMIN
VERMILION 313	VR 313	G01172	Federal	OP 2	6/1/1962		5,000	Fieldwood En Off	100.0%	TERMIN
VERMILION 408	VR 408	G15212	Federal	CONT	7/1/1995		5,000	Fieldwood En	33.2%	PROD
WEST CAMERON 171	WC 171	G01997	Federal	RT	1/1/1971	1/31/2014	5,000	XTO	33.5%	TERMIN
WEST CAMERON 295	WC 295	G24730	Federal	OP 1	5/1/2003		5,000	Fieldwood En	13.8%	PROD
WEST CAMERON 485/507	WC 485	G02220	Federal	RT	2/1/1973		5,000	Fieldwood En Off	100.0%	UNIT
WEST CAMERON 498	WC 498	G03520	Federal	RT	8/1/1977		5,000	Cox Op	3.7%	PROD
WEST CAMERON 485/507	WC 507	G02549	Federal	RT	4/1/1974		2,500	Fieldwood En Off	100.0%	UNIT
WEST CAMERON 485/507	WC 507	G02549	Federal	OP 1	4/1/1974		2,500	Fieldwood En Off	50.0%	UNIT
WEST CAMERON 485/507	WC 507	G10594	Federal	RT	6/1/1989		2,500	Fieldwood En Off	100.0%	UNIT
WEST CAMERON 35/65/66	WC 65	G02825	Federal	OP 4	12/1/1974		5,000	Fieldwood En	18.8%	PROD
WEST CAMERON 35/65/66	WC 66	G02826	Federal	OP 2	12/1/1974		3,750	Fieldwood En	25.0%	PROD
WEST CAMERON 35/65/66	WC 67	G03256	Federal	CONT	9/1/1975		5,000	Fieldwood En	17.5%	TERMIN
WEST CAMERON 71/72/102	WC 72	G23735	Federal	RT	7/1/2002		5,000	Fieldwood En Off	75.0%	PROD
WEST CAMERON 71/72/102	WC 96	G23740	Federal	OP 1	5/1/2002		5,000	Talos	25.0%	UNIT
WEST DELTA 90/103	WD 103	G12360	Federal	OP 1	5/1/1960		1,016	Fieldwood En	18.8%	PROD
WEST DELTA 121/122	WD 121	G19843	Federal	OP 1	8/1/1998		5,000	Fieldwood En	16.0%	PROD
WEST DELTA 121/122	WD 122	G13645	Federal	OP 1	8/1/1992		5,000	Fieldwood En	16.0%	PROD
WEST DELTA 121/122	WD 122	G13645	Federal	OP 2	8/1/1992		5,000	Fieldwood En	16.0%	PROD
WEST DELTA 27	WD 27	G04473	Federal	RT B	11/1/1980		5,000	Cox Op	13.8%	PROD
WEST DELTA 79/80	WD 27, WD 79, WC	G01449	Federal	RT	5/1/1966		3,125	Fieldwood En Off	100.0%	UNIT
WEST DELTA 63/64	WD 63	G19839	Federal	OP 1	6/1/1998	5/25/2016	5,000	Peregrine O&G	12.5%	RELINQ
WEST DELTA 63/64	WD 64	G25008	Federal	RT	5/1/2003	2/21/2017	5,000	Peregrine O&G	5.9%	TERMIN
WEST DELTA 73/74	WD 73	G01083	Federal	OP 2	6/1/1962		5,000	Cox Op	5.9%	UNIT
WEST DELTA 73/74	WD 74	G01084	Federal	OP 1	6/1/1962		5,000	Cox Op	5.9%	UNIT
WEST DELTA 79/80	WD 79, WD 80	G01874	Federal	RT	12/1/1968		3,438	Fieldwood En Off	100.0%	UNIT
WEST DELTA 79/80	WD 80	G01989	Federal	RT	8/1/1970		1,875	Fieldwood En Off	100.0%	UNIT
WEST DELTA 79/80	WD 80	G02136	Federal	RT	1/1/1972		938	Fieldwood En Off	100.0%	UNIT
WEST DELTA 86	WD 85	G04895	Federal	RT	12/1/1981	5/9/2019	2,630	Fieldwood En Off	100.0%	TERMIN
WEST DELTA 86	WD 85	G04895	Federal	OP 1	12/1/1981	5/9/2019	2,630	Fieldwood En Off	100.0%	TERMIN
WEST DELTA 86	WD 86	G02934	Federal	RT	12/1/1974	8/30/2010	2,500	SPN Res	100.0%	TERMIN
WEST DELTA 86	WD 86	G04243	Federal	RT	1/1/1980	6/27/2020	2,500	Fieldwood En Off	100.0%	TERMIN
WEST DELTA 86	WD 86	G04243	Federal	OP 1	1/1/1980	6/27/2020	2,500	Fieldwood En Off	100.0%	TERMIN
WEST DELTA 86	WD 86	G04243	Federal	OP 2	1/1/1980	6/27/2020	2,500	Fieldwood En Off	100.0%	TERMIN
WEST DELTA 86	WD 86	G04243	Federal	OP 3	1/1/1980	6/27/2020	2,500	Fieldwood En Off	100.0%	TERMIN

Exhibit III-A

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres (Ac)	Operator	WI	Lease Status
WEST DELTA 90/103	WD 90	G01089	Federal	OP 3	6/1/1962		5,000	Fieldwood En	18.8%	PROD
GREEN CANYON 200 (Troika)	GC 201	G12210	Federal	RT NE4	5/1/1990		5760	Fieldwood En Off	100.0%	UNIT

Asset Name	FWE Acct. Code	Lease Number	API
ACOM O H EST GU 3R	ACOMGU3	168986	42071321150
ARCO SANGER EST 5	ARCOSANG5	09061	422973358000
BRAZOS A-102 #A002	BAA102A02	G01754	427054002500
BRAZOS A-105 #002	BAA105002	G01757	427054000400
BRAZOS A-105 #A001	BAA105A01	G01757	427054003100
BRAZOS A-105 #A003	BAA105A03	G01757	427054002900
BRAZOS A-105 #A004	BAA105A04	G01757	427054003000
BRAZOS A-105 #A005	BAA105A05	G01757	427054003200
BRAZOS A-105 #B001	BAA105B010	G01757	427054012200
BRAZOS A-105 #B002	BAA105B020	G01757	427054012600
BRAZOS A-105 #B003	BAA105B030	G01757	427054012800
BRAZOS A-105 #B004	BAA105B040	G01757	427054013000
BRAZOS A-105 #B005	BAA105B050	G01757	427054013300
BRAZOS A-133 #A001	BAA133A010	G02665	427054002400
BRAZOS A-133 #A002	BAA133A020	G02665	427054003300
BRAZOS A-133 #A003	BAA133A030	G02665	427054003500
BRAZOS A-133 #A004 ST1	BAA133A041	G02665	427054004301
BRAZOS A-133 #A005 ST1	BAA133A051	G02665	427054004001
BRAZOS A-133 #A006	BAA133A060	G02665	427054004500
BRAZOS A-133 #A007	BAA133A070	G02665	427054004800
BRAZOS A-133 #A008	BAA133A080	G02665	427054005200
BRAZOS A-133 #A009	BAA133A090	G02665	427054005400
BRAZOS A-133 #A010	BAA133A100	G02665	427054013100
BRAZOS A-133 #C001	BAA133C010	G02665	427054007800
BRAZOS A-133 #C002	BAA133C020	G02665	427054008200
BRAZOS A-133 #C003	BAA133C030	G02665	427054010700
BRAZOS A-133 #C004	BAA133C040	G02665	427054013500
BRAZOS A-133 #D001 ST1	BAA133D011	G02665	427054009201
BRAZOS A-133 #D003	BAA133D030	G02665	427054012700
BRETON SOUND 053 #001 SL3770	SL0377001	03770	1.7726E+11
BRETON SOUND 053 #007 SL 3770	SL0377007	03770	177262015800
BRETON SOUND 053 #008 SL 3770	SL0377008	03770	177262016300
EAST BREAKS 158 #A003	EB158A03	G02645	608044004104
EAST BREAKS 158 #A007	EB158A07	G02645	608044005100
EAST BREAKS 158 #A012	EB158A12	G02645	608044005601
EAST BREAKS 158 #A014	EB158A14	G02645	608044005901
EAST BREAKS 159 #A002	EB159A02	G02646	608044003800
EAST BREAKS 159 #A005	EB159A05	G02646	608044004503
EAST BREAKS 159 #A006	EB159A06	G02646	608044004401
EAST BREAKS 159 #A009	EB159A09	G02646	608044005200
EAST BREAKS 159 #A011	EB159A11	G02646	608044005400
EAST BREAKS 159 #A017	EB159A17	G02646	608044018300
EAST BREAKS 160 #A005 HB-2	EB160A05	G02647	608044003700
EAST BREAKS 160 #A009 HB2	EB160A09	G02647	608044005800
EAST BREAKS 160 #A010 GA1	EB160A10	G02647	608044008702
EAST BREAKS 160 #A016	EB160A16	G02647	608044006000
EAST BREAKS 160 #A018 ST4	EB160A18	G02647	608044006904
EAST BREAKS 160 #A023	EB160A23	G02647	608044003900
EAST BREAKS 160 #A025	EB160A25	G02647	608044004600
EAST BREAKS 160 #A027 HB2	EB160A27	G02647	608044004900
EAST BREAKS 160 #A031 HB2	EB160A31	G02647	608044008400

Asset Name	FWE Acct. Code	Lease Number	API
EAST BREAKS 160 #A033 ST TA	EB160A33	G02647	608044007002
EAST BREAKS 161 #002 (CORONA)	EB16102	G02648	608044022600
EAST BREAKS 161 #A001 ST	EB161A01	G02648	608044002801
EAST BREAKS 161 #A002	EB161A02	G02648	608044003100
EAST BREAKS 161 #A003 HB4	EB161A03	G02648	608044002900
EAST BREAKS 161 #A007 GM1	EB161A07	G02648	608044004300
EAST BREAKS 161 #A008 HB2	EB161A08	G02648	608044004800
EAST BREAKS 161 #A013 ST	EB161A13	G02648	608044024501
EAST BREAKS 161 #A029 GA3	EB161A29	G02648	608044005300
EAST BREAKS 165 #A001	EB165A01	G06280	608044010800
EAST BREAKS 165 #A002	EB165A02	G06280	608044010900
EAST BREAKS 165 #A003	EB165A03	G06280	608044011100
EAST BREAKS 165 #A004	EB165A04	G06280	608044011200
EAST BREAKS 165 #A005	EB165A05	G06280	608044011300
EAST BREAKS 165 #A007	EB165A07	G06280	608044011700
EAST BREAKS 165 #A008	EB165A08	G06280	608044011600
EAST BREAKS 165 #A009	EB165A09	G06280	608044011900
EAST BREAKS 165 #A010	EB165A10	G06280	608044011802
EAST BREAKS 165 #A011	EB165A11	G06280	608044012300
EAST BREAKS 165 #A012	EB165A12	G06280	608044012200
EAST BREAKS 165 #A014	EB165A14	G06280	608044012501
EAST BREAKS 165 #A015	EB165A15	G06280	608044012800
EAST BREAKS 165 #A017	EB165A17	G06280	608044013100
EAST BREAKS 165 #A018	EB165A18	G06280	608044013201
EAST BREAKS 165 #A019	EB165A19	G06280	608044013302
EAST BREAKS 165 #A020	EB165A20	G06280	608044013501
EAST BREAKS 165 #A021	EB165A21	G06280	608044013400
EAST BREAKS 165 #A022	EB165A22	G06280	608044013700
EAST BREAKS 165 #A023	EB165A23	G06280	608044013600
EAST BREAKS 165 #A024	EB165A24	G06280	608044014000
EAST BREAKS 165 #A025	EB165A25	G06280	608044013900
EAST BREAKS 165 #A026	EB165A26	G06280	608044014100
EAST BREAKS 165 #A029	EB165A29	G06280	608044014401
EAST BREAKS 165 #A030	EB165A30	G06280	608044014501
EAST BREAKS 209 #A013 GA RA13	EB209A13	G07397	608044012400
EAST CAMERON 330 #B003	EC330B03	G03540	177044055600
EAST CAMERON 330 #B004	EC330B04	G03540	177044055800
EAST CAMERON 330 #B005	EC330B05	G03540	177044056100
EAST CAMERON 330 #B006	EC330B06	G03540	177044056200
EAST CAMERON 330 #B008	EC330B08	G03540	177044056800
EAST CAMERON 331 #A001	EC331A01	G08658	177044076300
EAST CAMERON 331 #A003	EC331A03	G08658	177044076400
EAST CAMERON 331 #A004	EC331A04	G08658	177044076700
EAST CAMERON 331 #A009	EC331A09	G08658	177044079400
EAST CAMERON 331 #A010	EC331A10	G08658	177044079500
EAST CAMERON 331 #A012	EC331A12	G08658	177044083300
EAST CAMERON 331 #A013	EC331A13	G08658	177044083400
EAST CAMERON 332 #A002	EC332A02	G09478	177044076200
EAST CAMERON 332 #A005	EC332A05	G09478	177044076800
EAST CAMERON 332 #A006	EC332A06	G09478	177044077301
EAST CAMERON 332 #A007	EC332A07	G09478	177044077400

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Asset Name	FWE Acct. Code	Lease Number	API
EAST CAMERON 332 #A008	EC332A08	G09478	177044077700
EAST CAMERON 332 #A011	EC332A11	G09478	177044083101
EAST CAMERON 332 #A014	EC332A14	G09478	177044094600
EAST CAMERON 332 #A016	EC332A16	G09478	177044097901
EAST CAMERON 332 #A017	EC332A17	G09478	177044078103
EAST CAMERON 349 #A001	EC349A01	G15157	177044082700
EAST CAMERON 349 #A002U	EC349A02U	G13592	177044081400
EAST CAMERON 349 #A004	EC349A04	G14385	177044097700
EAST CAMERON 350 #A005 S04	EC350A05	G15157	177044098200
EAST CAMERON 356 #A003	EC356A03	G13592	177044097301
EAST CAMERON 371 #A002	EC371A02	G02267	177044094300
EUGENE IS 032 #008	EI03208	00196	177090061800
EUGENE IS 032 #010	EI03210	00196	177090072400
EUGENE IS 032 #011	EI03211	00196	177090054400
EUGENE IS 032 #012	EI03212	00196	177090054500
EUGENE IS 032 #016	EI03216	00196	177090061500
EUGENE IS 032 #020	EI03220	00196	177092019100
EUGENE IS 032 #022	EI03222	00196	177094014800
EUGENE IS 032 #024	EI03224	00196	177094032800
EUGENE IS 032 #026	EI03226	00196	177094097200
EUGENE IS 032 #028	EI03228	00196	177094098601
EUGENE IS 032 #029	EI03229	00196	177094110003
EUGENE IS 032 #030	EI03230	00196	177094116401
EUGENE IS 032 #031	EI03231	00196	177094126501
EUGENE IS 032 #032	EI03232	00196	177094126700
EUGENE IS 032 #033	EI03233	00196	177094136900
EUGENE IS 032 #A001	EI032A01	00196	177090052800
EUGENE IS 032 #A002	EI032A02	00196	177090052901
EUGENE IS 032 #A003	EI032A03	00196	177090053000
EUGENE IS 032 #A005	EI032A05	00196	177090053200
EUGENE IS 032 #A006	EI032A06	00196	1770900533
EUGENE IS 032 #E001	EI032E01	00196	177090053800
EUGENE IS 032 #E002	EI032E02	00196	177090053900
EUGENE IS 032 #E003	EI032E03	00196	177090054000
EUGENE IS 032 #E004	EI032E04	00196	177090054100
EUGENE IS 032 #F001	EI032F01	00196	177090054200
EUGENE IS 053 #008D	EI053008D0	00479	177094086200
EUGENE IS 053 #009	EI05300900	00479	177094094000
EUGENE IS 053 #B001D	EI053B01D0	00479	177094085900
EUGENE IS 053 #C002	EI053C0200	00479	177094122600
EUGENE IS 053 #G001 ST1	EI053G01D2	00479	177094144201
EUGENE IS 100 #013	EI10013	00796	177090032601
EUGENE IS 100 #020	EI10020	00796	177090088800
EUGENE IS 100 #024	EI10024	00796	177092019204
EUGENE IS 100 #027	EI10027	00796	177092018602
EUGENE IS 100 #030	EI10030	00796	177094052700
EUGENE IS 100 #031	EI10031	00796	177094091603
EUGENE IS 100 #033	EI10033	00796	177094093001
EUGENE IS 100 #041	EI10041	00796	177094115601
EUGENE IS 175 #D008	EI175D0800	00438	177094003900
EUGENE IS 175 #F001 ST1	EI175F0101	00438	177094035401

Exhibit III-B

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 175 #F003 ST	EI175F0302	00438	177094039702
EUGENE IS 175 #F004 ST	EI175F0401	00438	177094041001
EUGENE IS 175 #F005	EI175F0500	00438	177094042900
EUGENE IS 175 #F007	EI175F0700	00438	177094048900
EUGENE IS 175 #F009	EI175F0901	00438	177094087601
EUGENE IS 175 #H002	EI175H0200	00438	177094106700
EUGENE IS 175 #H003	EI175H0300	00438	177094110800
EUGENE IS 175 #H004	EI175H0400	00438	177094110900
EUGENE IS 175 #H005 ST1BP1	EI175H0502	00438	177094112002
EUGENE IS 175 #I002	EI175I0201	00438	177094107101
EUGENE IS 175 #I004	EI175I0400	00438	177094109200
EUGENE IS 175 #J002 ST1	EI175J0201	00438	177094123201
EUGENE IS 307 #A001	EI307A01	G02110	177104007400
EUGENE IS 307 #A002	EI307A02	G02110	177104042401
EUGENE IS 307 #A003	EI307A03	G02110	177104059300
EUGENE IS 307 #A004	EI307A04	G02110	177104060900
EUGENE IS 307 #A005	EI307A05	G02110	177104062000
EUGENE IS 307 #A006	EI307A06	G02110	177104065900
EUGENE IS 307 #A007	EI307A07	G02110	177104067100
EUGENE IS 307 #A008	EI307A08	G02110	177104164600
EUGENE IS 307 #B001	EI307B01	G02110	177104078501
EUGENE IS 307 #B003	EI307B03	G02110	177104113302
EUGENE IS 307 #B008	EI307B08	G02110	177104153802
EUGENE IS 311 #D003	EI311D03	G27918	177104162000
EUGENE IS 312 #D001	EI312D0100	G22679	177104160900
EUGENE IS 312 #D002	EI312D0200	G22679	177104161900
EUGENE IS 330 #B015 ST1	EI330B1501	G02115	177104028601
EUGENE IS 342 #004	EI34200400	G02319	177104113000
EUGENE IS 342 #C002 ST1	EI342C0201	G02319	177104110601
EUGENE IS 342 #C003	EI342C0300	G02319	177104114000
EUGENE IS 342 #C004	EI342C0401	G02319	177104120101
EUGENE IS 342 #C005	EI342C0502	G02319	177104120202
EUGENE IS 342 #C006	EI342C0600	G02319	177104120300
EUGENE IS 342 #C007	EI342C0700	G02319	177104120800
EUGENE IS 342 #C008	EI342C0800	G02319	177104121000
EUGENE IS 342 #C009	EI342C0900	G02319	177104121300
EUGENE IS 342 #C011	EI342C1100	G02319	177104122000
EUGENE IS 342 #C012	EI342C1200	G02319	177104122200
EUGENE IS 342 #C013	EI342C1300	G02319	177104122700
EUGENE IS 342 #C014	EI342C1400	G02319	177104135800
EUGENE IS 342 #C015	EI342C1501	G02319	177104162101
EUGENE IS 342 #C016	EI342C1601	G02319	177104162201
EUGENE IS 342 #C017 BP1	EI342C1701	G02319	177104162501
EVANS GAS UNIT 1	EVANS GASU1	19334	4216701288
EVANS OIL UNIT 1	EVANS OILU1	19334	4216701288
EWING BANK 782 #A012	EW826A1200	G05793	608105001800
FROST - ACOM GU 1	FROSTAC1	189098	42071320621
FROST - ACOM GU 2	FROSTAC2	206882	42071320921
GALVESTON 151 #005	GA15100500	G15740	427064044200
GALVESTON 210 #001	GA21000100	G25524	427064044300
GALVESTON 210 #002	GA21000200	G25524	427064044800

Asset Name	FWE Acct. Code	Lease Number	API
GALVESTON A-155 #A001	GAA155A01	G30654	427074010800
GREEN CANYON 064 #A040	GC064A40	G07005	608114016202
GREEN CANYON 157 SS003	GC157003	G24154	608114043901
GREEN CANYON 201 #001 ST2	GC201001	G12210	608114043802
GREEN CANYON 201 SS001	GC157001	G12210	608114043802
GREEN CANYON 245 # TA 8 TROIKA	-	G05916	608114032900
HAYES LUMBER 1 - HBY 4 RC SUA	HAYESLUM1	42450	17053212861
HAYES LUMBER CO 28 2	HAYESLUM02	Onshore	170532123800
HAYES LUMBER HBY 4 RA SUA 1ALT	HAYESLUM01	42450	170532122800
HAYES MINERALS 29 001	HAYESMIN29	42450	170532130600
HELIS 2	HELIS2	17072	1704520888
HIGH ISLAND A-341 #B001	HIA341B010	G25605	427114085900
HIGH ISLAND A-341 #B002	HIA341B020	G25605	427114087101
HIGH ISLAND A-365 #A001	HIA365A010	G02750	427114052200
HIGH ISLAND A-365 #A004	HIA365A040	G02750	427114053700
HIGH ISLAND A-365 #A006	HIA365A060	G02750	427114053100
HIGH ISLAND A-365 #A007	HIA365A070	G02750	427114054100
HIGH ISLAND A-365 #A008	HIA365A080	G02750	427114054800
HIGH ISLAND A-365 #A010	HIA365A100	G02750	427114055200
HIGH ISLAND A-365 #A012	HIA365A120	G02750	427114055600
HIGH ISLAND A-365 #A013 ST1	HIA365A131	G02750	427114055801
HIGH ISLAND A-365 #A016	HIA365A160	G02750	427114056700
HIGH ISLAND A-365 #A020	HIA365A200	G02750	427114057500
HIGH ISLAND A-365 #A021	HIA365A210	G02750	427114057600
HIGH ISLAND A-365 #A024	HIA365A240	G02750	427114066300
HIGH ISLAND A-365 #A025	HIA365A250	G02750	427114066500
HIGH ISLAND A-376 #A002 ST1	HIA376A021	G02754	427114052601
HIGH ISLAND A-376 #A003	HIA376A030	G02754	427114052700
HIGH ISLAND A-376 #A005	HIA376A050	G02754	427114053500
HIGH ISLAND A-376 #A009	HIA376A090	G02754	427114054400
HIGH ISLAND A-376 #A011	HIA376A110	G02754	427114055000
HIGH ISLAND A-376 #A014 ST2	HIA376A142	G02754	427114056002
HIGH ISLAND A-376 #A015	HIA376A150	G02754	427114056200
HIGH ISLAND A-376 #A017	HIA376A170	G02754	427114057200
HIGH ISLAND A-376 #A018	HIA376A180	G02754	427114057300
HIGH ISLAND A-376 #A019	HIA376A190	G02754	427114057400
HIGH ISLAND A-376 #A022	HIA376A220	G02754	427114057700
HIGH ISLAND A-376 #B001	HIA376B010	G02754	427114068700
HIGH ISLAND A-376 #B002	HIA376B020	G02754	427114068900
HIGH ISLAND A-376 #B003	HIA376B031	G02754	427114078701
HIGH ISLAND A-376 #B004	HIA376B041	G02754	427114079001
HIGH ISLAND A-376 #B005	HIA376B050	G02754	427114079600
HIGH ISLAND A-376 #C001	HIA376C010	G02754	427114088900
HIGH ISLAND A-376 #C002	HIA376C020	G02754	427114089600
HIGH ISLAND A-376 #C003	HIA376C030	G02754	427114089500
HIGH ISLAND A-376 #C004	HIA376C040	G02754	427114089400
HIGH ISLAND A-382 #A009	HIA382A090	G02757	427094018600
HIGH ISLAND A-382 #B013	HIA382B130	G02757	427094025500
HIGH ISLAND A-382 #F001 ST1	HIA382F011	G02757	427114059401
HIGH ISLAND A-382 #F002	HIA382F020	G02757	427114059800
HIGH ISLAND A-382 #F003	HIA382F031	G02757	427114059901

Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-382 #F004	HIA382F040	G02757	427114060600
HIGH ISLAND A-382 #F005	HIA382F050	G02757	427114060900
HIGH ISLAND A-382 #F006	HIA382F061	G02757	427114061001
HIGH ISLAND A-382 #F008	HIA382F080	G02757	427114061700
HIGH ISLAND A-382 #F010 ST5	HIA382F105	G02757	427114062605
HIGH ISLAND A-382 #F011	HIA382F110	G02757	427114063100
HIGH ISLAND A-382 #F012	HIA382F121	G02757	427114063601
HIGH ISLAND A-382 #F013	HIA382F130	G02757	427114063800
HIGH ISLAND A-382 #F014	HIA382F140	G02757	427114063900
HIGH ISLAND A-382 #F015	HIA382F151	G02757	427114064701
HIGH ISLAND A-382 #F017	HIA382F171	G02757	427114066701
HIGH ISLAND A-382 #F019	HIA382F190	G02757	427114067100
HIGH ISLAND A-382 #F020	HIA382F200	G02757	427114067500
HIGH ISLAND A-382 #F021	HIA382F211	G02757	427114067801
HIGH ISLAND A-474 #A001	HIA474A010	G02366	427094017100
HIGH ISLAND A-474 #A002	HIA474A020	G02366	427094017200
HIGH ISLAND A-474 #A003	HIA474A030	G02366	427094019900
HIGH ISLAND A-474 #A004	HIA474A040	G02366	427094022800
HIGH ISLAND A-474 #A005	HIA474A050	G02366	427094023500
HIGH ISLAND A-474 #A006	HIA474A060	G02366	427094024300
HIGH ISLAND A-474 #A007	HIA474A070	G02366	427094027702
HIGH ISLAND A-474 #A008	HIA474A080	G02366	427094026100
HIGH ISLAND A-474 #A010	HIA474A100	G02366	427094029400
HIGH ISLAND A-474 #A011	HIA474A110	G02366	427094030000
HIGH ISLAND A-474 #A012	HIA474A120	G02366	427094030801
HIGH ISLAND A-474 #A013	HIA474A130	G02366	427094036104
HIGH ISLAND A-474 #A014	HIA474A140	G02366	427094035000
HIGH ISLAND A-474 #A017	HIA474A170	G02366	427094032500
HIGH ISLAND A-474 #A020	HIA474A200	G02366	427094038500
HIGH ISLAND A-474 #A021	HIA474A210	G02366	427094040700
HIGH ISLAND A-474 #B023	HIA474B230	G02366	427094037200
HIGH ISLAND A-475 #A016	HIA475A16	G02367	427094035500
HIGH ISLAND A-489 #A009	HIA489A090	G02372	427094028500
HIGH ISLAND A-489 #A015	HIA489A150	G02372	427094037000
HIGH ISLAND A-489 #B002	HIA489B020	G02372	427094021000
HIGH ISLAND A-489 #B003	HIA489B030	G02372	427094020901
HIGH ISLAND A-489 #B007	HIA489B070	G02372	427094027601
HIGH ISLAND A-489 #B009	HIA489B090	G02372	427094026500
HIGH ISLAND A-489 #B010	HIA489B100	G02372	427094028800
HIGH ISLAND A-489 #B012	HIA489B120	G02372	427094031400
HIGH ISLAND A-489 #B013	HIA489B130	G02372	427094028600
HIGH ISLAND A-489 #B014	HIA489B140	G02372	427094029700
HIGH ISLAND A-489 #B015	HIA489B150	G02372	427094030400
HIGH ISLAND A-489 #B016	HIA489B160	G02372	427094029800
HIGH ISLAND A-489 #B017	HIA489B170	G02372	427094023802
HIGH ISLAND A-489 #B018	HIA489B180	G02372	427094032801
HIGH ISLAND A-489 #B020	HIA489B200	G02372	427094028101
HIGH ISLAND A-489 #B021	HIA489B210	G02372	427094026202
HIGH ISLAND A-489 #B022	HIA489B220	G02372	427094036000
HIGH ISLAND A-489 #B024	HIA489B240	G02372	427094035400
HIGH ISLAND A-489 #B025	HIA489B250	G02372	427094041400

Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-489 #B026	HIA489B260	G02372	427094043100
HIGH ISLAND A-489 #B027	HIA489B270	G02372	427094042501
HIGH ISLAND A-489 #B028	HIA489B280	G02372	427094054500
HIGH ISLAND A-489 #B029	HIA489B290	G02372	427094111100
HIGH ISLAND A-550 #002	HIA55002	G04081	427094062700
HIGH ISLAND A-550 #003	HIA55003	G04081	427094063700
HIGH ISLAND A-550 #A001	HIA550A01	G04081	427094057004
HIGH ISLAND A-550 #A002	HIA550A02	G04081	427094074101
HIGH ISLAND A-550 #A003	HIA550A03	G04081	427094076000
HIGH ISLAND A-550 #A004	HIA550A04	G04081	427094099501
HIGH ISLAND A-550 #A005	HIA550A05	G04081	427094099801
HIGH ISLAND A-550 #A006	HIA550A06	G04081	427094104801
HIGH ISLAND A-563 #B001	HIA563B01	G02388	427094029900
HIGH ISLAND A-563 #B004	HIA563B04	G02388	427094034402
HIGH ISLAND A-563 #B005	HIA563B05	G02388	427094037100
HIGH ISLAND A-563 #B007	HIA563B07	G02388	427094038600
HIGH ISLAND A-563 #B008	HIA563B08	G02388	427094038900
HIGH ISLAND A-563 #B009	HIA563B09	G02388	427094039601
HIGH ISLAND A-563 #B010	HIA563B10	G02388	427094040000
HIGH ISLAND A-563 #B012	HIA563B12	G02388	427094043502
HIGH ISLAND A-563 #B013	HIA563B13	G02388	427094040501
HIGH ISLAND A-563 #B015	HIA563B15	G02388	427094048000
HIGH ISLAND A-563 #B016	HIA563B16	G02388	427094048102
HIGH ISLAND A-563 #B017	HIA563B17	G02388	427094045804
HIGH ISLAND A-563 #B018	HIA563B18	G02388	427094052501
HIGH ISLAND A-563 #B019	HIA563B19	G02388	427094052000
HIGH ISLAND A-563 #B022	HIA563B22	G02388	427094055000
HIGH ISLAND A-563 #B023	HIA563B23	G02388	427094056400
HIGH ISLAND A-563 #B024	HIA563B24	G02388	427094056601
HIGH ISLAND A-563 #B025	HIA563B25	G02388	427094059300
HIGH ISLAND A-563 #B026	HIA563B26	G02388	427094066801
HIGH ISLAND A-563 #B027	HIA563B27	G02388	427094068100
HIGH ISLAND A-563 #C004	HIA563C04	G02388	427094059602
HIGH ISLAND A-563 #C005	HIA563C05	G02388	427094062800
HIGH ISLAND A-563 #C008	HIA563C08	G02388	427094069400
HIGH ISLAND A-563 #C009	HIA563C09	G02388	427094064600
HIGH ISLAND A-564 #B006	HIA563B06	G02389	427094033801
HIGH ISLAND A-564 #B020	HIA564B20	G02389	427094053102
HIGH ISLAND A-564 #B021	HIA563B21	G02389	427094053900
HIGH ISLAND A-572 #A003 ST1	HIA572A031	G02392	427094012901
HIGH ISLAND A-572(573)A014	HIA572A140	G02392	427094034100
HIGH ISLAND A-573 #006	HIA5730060	G02393	427094053700
HIGH ISLAND A-573 #A001 ST2	HIA573A012	G02393	427094007102
HIGH ISLAND A-573 #A002 ST3	HIA573A023	G02393	427094013803
HIGH ISLAND A-573 #A004	HIA573A040	G02393	427094015000
HIGH ISLAND A-573 #A005 ST1	HIA573A051	G02393	427094015501
HIGH ISLAND A-573 #A008	HIA573A080	G02393	427094018000
HIGH ISLAND A-573 #A010	HIA573A100	G02393	427094020500
HIGH ISLAND A-573 #A015	HIA573A150	G02393	427094034200
HIGH ISLAND A-573 #A016	HIA573A160	G02393	427094034300
HIGH ISLAND A-573 #A017	HIA573A170	G02393	427094036500

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Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-573 #A019 ST1	HIA573A191	G02393	427094038001
HIGH ISLAND A-573 #B001	HIA573B010	G02393	427094012800
HIGH ISLAND A-573 #B002	HIA573B020	G02393	427094014100
HIGH ISLAND A-573 #B005	HIA573B050	G02393	427094016400
HIGH ISLAND A-573 #B006	HIA573B060	G02393	427094017000
HIGH ISLAND A-573 #B008	HIA573B080	G02393	427094017900
HIGH ISLAND A-573 #B010	HIA573B100	G02393	427094021100
HIGH ISLAND A-573 #B012	HIA573B120	G02393	427094022700
HIGH ISLAND A-573 #E007	HIA573E070	G02393	427094098200
HIGH ISLAND A-573 #E012	HIA573E120	G02393	427094115000
HIGH ISLAND A-573 #F007	HIA573F070	G02393	427114061200
HIGH ISLAND A-573 #F009	HIA573F090	G02393	427114062000
HIGH ISLAND A-573 #F016 ST5	HIA573F165	G02393	427114066805
HIGH ISLAND A-573 #F018 ST1	HIA573F181	G02393	427114067301
HIGH ISLAND A-573 #F022	HIA573F220	G02393	427114068400
HIGH ISLAND A-573 #F023 ST2	HIA573F232	G02393	427114069302
HIGH ISLAND A-581 #D004	HIA581D040	G18959	427094112200
HIGH ISLAND A-581 #D004	HIA581D040	G18959	427094112200
HIGH ISLAND A-582 #C001	HIA582C010	G02719	427094061500
HIGH ISLAND A-582 #C002	HIA582C020	G02719	427094061900
HIGH ISLAND A-582 #C003	HIA582C030	G02719	427094058000
HIGH ISLAND A-582 #C006	HIA582C060	G02719	427094063400
HIGH ISLAND A-582 #C007	HIA582C070	G02719	427094063900
HIGH ISLAND A-582 #C010	HIA582C100	G02719	427094070200
HIGH ISLAND A-582 #C011	HIA582C110	G02719	427094071400
HIGH ISLAND A-582 #C012	HIA582C120	G02719	427094074900
HIGH ISLAND A-582 #C013	HIA582C130	G02719	427094072700
HIGH ISLAND A-582 #C014	HIA582C140	G02719	427094073800
HIGH ISLAND A-582 #C015	HIA582C150	G02719	427094075800
HIGH ISLAND A-582 #C019	HIA582C190	G02719	427094108200
HIGH ISLAND A-582 #D001	HIA582D010	G18959	42094110200
HIGH ISLAND A-582 #D002 ST1	HIA582D021	G02719	427094110801
HIGH ISLAND A-582 #D003 ST	HIA582D031	G02719	427094111401
HIGH ISLAND A-582 #D005	HIA582D050	G02719	427094114300
HIGH ISLAND A-582 #D006	HIA582D060	G02719	427094114700
HIGH ISLAND A-595 #D001 ST2	HIA595D1D2	G02721	427094055302
HIGH ISLAND A-595 #D003	HIA595D03	G02721	427094058500
HIGH ISLAND A-595 #D005	HIA595D050	G02721	427094092900
HIGH ISLAND A-595 #D006	HIA595D063	G02721	427094063205
HIGH ISLAND A-595 #D010	HIA595D100	G02721	427094070500
HIGH ISLAND A-595 #D012	HIA595D120	G02721	427094077000
HIGH ISLAND A-595 #D017 ST2	HIA595D172	G02721	427094083702
HIGH ISLAND A-595 #D018	HIA595D181	G02721	427094093501
HIGH ISLAND A-595 #E011	HIA595E110	G02721	427094114501
HIGH ISLAND A-596 #B014	HIA596B140	G02722	427094025800
HIGH ISLAND A-596 #D002	HIA596D020	G02722	427094056901
HIGH ISLAND A-596 #D004	HIA596D040	G02722	427094060500
HIGH ISLAND A-596 #D007 ST4	HIA596D074	G02722	427094064304
HIGH ISLAND A-596 #D008 ST1	HIA596D081	G02722	427094067001
HIGH ISLAND A-596 #D009	HIA596D090	G02722	427094068400
HIGH ISLAND A-596 #D011	HIA596D110	G02722	427094075700

Exhibit III-B

Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-596 #D013 ST2	HIA596D132	G02722	427094079502
HIGH ISLAND A-596 #D014	HIA596D140	G02722	427094080100
HIGH ISLAND A-596 #D016	HIA596D160	G02722	427094082400
HIGH ISLAND A-596 #E005	HIA596E050	G02722	427094085900
HIGH ISLAND A-596 #E008	HIA596E080	G02722	427094112801
HIGH ISLAND A-596 #E009	HIA596E090	G02722	427094114200
LA ST LSE 3011 1 SWD BURRWOOD	BURWOOD	03011	177210074800
LANDREAU ET UX 1	LANDREAU1	490100	UNKNOWN
MAIN PASS 077 #A001	MP077A0100	G04481	177254033800
MAIN PASS 077 #A002	MP077A0201	G04481	177254043101
MAIN PASS 077 #A003	MP077A0300	G04481	177254036100
MAIN PASS 077 #A004	MP077A0400	G04481	177254036900
MAIN PASS 077 #A005	MP077A0500	G04481	177254038000
MAIN PASS 077 #A006 ST2	MP077A0602	G04481	177254036402
MAIN PASS 077 #A010	MP077A1000	G04481	177254039600
MAIN PASS 077 #A011	MP077A1100	G04481	177254042400
MAIN PASS 077 #A012	MP077A1200	G04481	177254039700
MAIN PASS 077 #A013	MP077A1300	G04481	177254044900
MAIN PASS 077 #A014	MP077A1400	G04481	177254044500
MAIN PASS 077 #A015	MP077A1501	G04481	177254045101
MAIN PASS 077 #A016	MP077A1600	G04481	177254045900
MAIN PASS 077 #A017	MP077A1700	G04481	177254046200
MAIN PASS 077 #A018	MP077A1800	G04481	177254046800
MAIN PASS 077 #A019	MP077A1900	G04481	177254048200
MAIN PASS 077 #A020	MP077A2001	G04481	177254048501
MAIN PASS 077 #A021 ST	MP077A2100	G04481	177254067002
MAIN PASS 077 #A022	MP077A2201	G04481	177254067401
MAIN PASS 077 #A023	MP077A23	G04481	177254067601
MAIN PASS 077 #A07	MP077A0700	G04481	177254041000
MAIN PASS 077 #A08	MP077A0800	G04481	177254038200
MAIN PASS 077 #A09	MP077A0900	G04481	177254039000
NW MYETTE POINT SL 14519 #001	SL1451901	14519	171012195100
NW MYETTE POINT SL 14519 #002	SL1451902	14519	171012200800
NW MYETTE POINT SL 14520 #002	SL1452002	14520	171012201500
NW MYETTE POINT SL 14914 #002	SL1491402	14914	171012206300
NW MYETTE POINT SL 14914 #003	SL1491403	14914	171012239600
NW MYETTE POINT SL14519 #1 SWD	SL14519SWD	14519	171018805900
SHIP SHOAL 149 #A017 (ORRI)	SS149A17	00434	177114131300
SHIP SHOAL 149 #C001	SS149C01	00434	177114005500
SHIP SHOAL 149 #C002	SS149C02	00434	177114007002
SHIP SHOAL 149 #C003	SS149C03	00434	177114016000
SHIP SHOAL 149 #C004	SS149C04	00434	177114024301
SHIP SHOAL 149 #C005	SS149C05	00434	177114025800
SHIP SHOAL 149 #C019 (ORRI)	SS149C19	00434	177114132300
SHIP SHOAL 149 #E007	SS149E07	00434	177114113100
SHIP SHOAL 169 #BB001	SS169BB010	00820	177114048100
SHIP SHOAL 169 #BB002	SS169BB020	00820	177114055501
SHIP SHOAL 169 #BB003	SS169BB030	00820	177114057800
SHIP SHOAL 169 #BB004	SS169BB040	00820	177114056500
SHIP SHOAL 169 #BB005	SS169BB050	00820	177114059600
SHIP SHOAL 169 #BB006	SS169BB060	00820	177114060101

Exhibit III-B

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 169 #C001	SS169C0100	00820	177114075600
SHIP SHOAL 169 #C003	SS169C0300	00820	177114078500
SHIP SHOAL 169 #C004	SS169C0400	00820	177114077400
SHIP SHOAL 169 #C006	SS169C0600	00820	177114080201
SHIP SHOAL 169 #C007	SS169C0700	00820	177114080601
SHIP SHOAL 169 #C008	SS169C0800	00820	177114081300
SHIP SHOAL 169 #C009	SS169C0900	00820	177114144400
SHIP SHOAL 169 #C010	SS169C1000	00820	177114144800
SHIP SHOAL 169 #G001	SS169G0100	00820	177114127400
SHIP SHOAL 169 #G002	SS169G0200	00820	177114128500
SHIP SHOAL 169 #G003	SS169G0300	00820	177114156600
SHIP SHOAL 177 #007	SS17700700	00590	177114101100
SHIP SHOAL 177 #A001	SS177A01	00590	177114056300
SHIP SHOAL 177 #A002	SS177A02	00590	177114055000
SHIP SHOAL 177 #A003	SS177A03	00590	177114056100
SHIP SHOAL 177 #A005	SS177A05	00590	177114119301
SHIP SHOAL 189 #A001A	SS189A01A0	G04232	177114062000
SHIP SHOAL 189 #A003A	SS189A03A0	G04232	177114085200
SHIP SHOAL 189 #A005	SS189A0500	G04232	177114088400
SHIP SHOAL 189 #A007 ST2	SS189A0702	G04232	177114129502
SHIP SHOAL 189 #A008	SS189A0800	G04232	177114130900
SHIP SHOAL 189 #A009 ST1	SS189A0901	G04232	177114139801
SHIP SHOAL 189 #A010BP1	SS189A1001	G04232	177114154701
SHIP SHOAL 189 #A4 (SS210)	SS189A04	G04232	177114086801
SHIP SHOAL 189 #A6 (SS188)	SS189A06	G04232	177114088900
SHIP SHOAL 204 #A008	SS204A0800	G01520	177110083000
SHIP SHOAL 204 #A015 ST1	SS204A1501	G01520	177112003401
SHIP SHOAL 204 #A016	SS204A1601	G01520	177112005401
SHIP SHOAL 204 #A020	SS204A2000	G01520	177112012600
SHIP SHOAL 204 #A024 ST1	SS204A2401	G01520	177112017701
SHIP SHOAL 204 #A028 ST3	SS204A2803	G01520	177110071003
SHIP SHOAL 204 #A030A	SS204A30A1	G01520	177114002801
SHIP SHOAL 204 #A031	SS204A3101	G01520	177110084201
SHIP SHOAL 204 #A034	SS204A3400	G01520	177114146700
SHIP SHOAL 204 #A035	SS204A3502	G01520	177114147402
SHIP SHOAL 204 #A036 ST1	SS204A3603	G01520	177114146803
SHIP SHOAL 206 #E002	SS206E0201	G01522	177114118101
SHIP SHOAL 206 #E003	SS206E0301	G01522	177114118201
SHIP SHOAL 206 #E004	SS206E0400	G01522	177114141800
SHIP SHOAL 206 #E005	SS206E0500	G01522	177114142000
SHIP SHOAL 207 #A003 ST1	SS207A0301	G01523	177110072801
SHIP SHOAL 207 #A004B	SS207A04B0	G01523	177110075500
SHIP SHOAL 207 #A006D	SS207A06D0	G01523	177110078200
SHIP SHOAL 207 #A008B	SS207A08B0	G01523	177110080700
SHIP SHOAL 207 #A009	SS207A0900	G01523	177110082400
SHIP SHOAL 207 #A010D	SS207A10D0	G01523	177110083900
SHIP SHOAL 207 #A013	SS207A1300	G01523	177112002500
SHIP SHOAL 207 #A015 ST1	SS207A1501	G01523	177112010601
SHIP SHOAL 207 #A016 ST1	SS207A1601	G01523	177112011401
SHIP SHOAL 207 #A018	SS207A1800	G01523	177112005000
SHIP SHOAL 207 #A019ST	SS207A1901	G01523	177114009401

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Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 207 #A020	SS207A2000	G01523	177114010300
SHIP SHOAL 207 #A022 ST1	SS207A2201	G01523	177114011301
SHIP SHOAL 207 #A023B	SS207A23B0	G01523	177114013500
SHIP SHOAL 207 #A024	SS207A2400	G01523	177114014300
SHIP SHOAL 207 #A025	SS207A2500	G01523	177114015500
SHIP SHOAL 207 #A026	SS207A2601	G01523	177112001101
SHIP SHOAL 207 #A027	SS207A2701	G01523	177110079401
SHIP SHOAL 207 #A028	SS207A2801	G01523	177110077301
SHIP SHOAL 207 #A029 ST	SS207A2901	G01523	177112001901
SHIP SHOAL 207 #A030	SS207A3001	G01523	177110071501
SHIP SHOAL 207 #A031 ST2	SS207A3102	G01523	177114117702
SHIP SHOAL 207 #A032	SS207A3201	G01523	177114119701
SHIP SHOAL 207 #A033 ST1	SS207A3301	G01523	177114121901
SHIP SHOAL 207 #A034	SS207A3400	G01523	177114122200
SHIP SHOAL 207 #A035 ST1	SS207A3501	G01523	177114133301
SHIP SHOAL 207 #A036	SS207A3600	G01523	177114137700
SHIP SHOAL 207 #D002	SS207D0200	G01523	177114025400
SHIP SHOAL 207 #D007	SS207D0700	G01523	177114030300
SHIP SHOAL 207 #D008	SS207D0800	G01523	177114032300
SHIP SHOAL 207 #D009	SS207D0900	G01523	177114116400
SHIP SHOAL 207 #D010 ST1	SS207D1001	G01523	177114116501
SHIP SHOAL 214 #004	SS21404	00828	177110060600
SHIP SHOAL 214 #E003	SS214E03	00828	177110071100
SHIP SHOAL 214 #E004	SS214E04	00828	177110073500
SHIP SHOAL 214 #E007	SS214E07	00828	177110070200
SHIP SHOAL 214 #E014	SS214E14	00828	177110076400
SHIP SHOAL 214 #F003	SS214F03	00828	177110069900
SHIP SHOAL 214 #F005	SS214F05	00828	177110073600
SHIP SHOAL 214 #F006	SS214F06	00828	177110075600
SHIP SHOAL 214 #F007	SS214F07	00828	177110075801
SHIP SHOAL 214 #F008	SS214F08	00828	177110077200
SHIP SHOAL 214 #F009	SS214F09	00828	177110078000
SHIP SHOAL 214 #F014	SS214F14	00828	177110078600
SHIP SHOAL 214 #H004	SS214H04	00828	177112017100
SHIP SHOAL 214 #H007	SS214H07	00828	177114000900
SHIP SHOAL 214 #H008	SS214H08	00828	177114002100
SHIP SHOAL 214 #H009	SS214H09	00828	177114002600
SHIP SHOAL 214 #H011	SS214H11	00828	177114003500
SHIP SHOAL 214 #H012	SS214H12	00828	177114004000
SHIP SHOAL 214 #K001	SS214K01	00828	177114053900
SHIP SHOAL 214 #K002	SS214K02	00828	177114054000
SHIP SHOAL 214 #K008	SS214K08	00828	177114145700
SHIP SHOAL 214 #K010	SS214K10	00828	177114144300
SHIP SHOAL 214 #K011	SS214K11	00828	177114147300
SHIP SHOAL 214 #L001	SS214L01	00828	177114066500
SHIP SHOAL 214 #L002	SS214L02	00828	177114068100
SHIP SHOAL 214 #L003	SS214L03	00828	177114068300
SHIP SHOAL 214 #L004	SS214L04	00828	177114070100
SHIP SHOAL 214 #L005	SS214L05	00828	177114070200
SHIP SHOAL 214 #L006	SS214L06	00828	177114074601
SHIP SHOAL 214 #L007	SS214L07	00828	177114075500

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 214 #L008	SS214L08	00828	177114076101
SHIP SHOAL 216 #C004 ST1	SS216C0401	G01524	177112014901
SHIP SHOAL 216 #C005A	SS216C05A0	G01524	177112017400
SHIP SHOAL 216 #C007 ST1	SS216C0701	G01524	177114001201
SHIP SHOAL 216 #C009 ST1	SS216C0901	G01524	177114003801
SHIP SHOAL 216 #C010	SS216C1000	G01524	177114004900
SHIP SHOAL 216 #C012C	SS216C12C0	G01524	177114006700
SHIP SHOAL 216 #C013	SS216C1300	G01524	177114007700
SHIP SHOAL 216 #C015	SS216C1500	G01524	177114009000
SHIP SHOAL 216 #C016	SS216C1601	G01524	177114000101
SHIP SHOAL 216 #C017A	SS216C17A1	G01524	177114003001
SHIP SHOAL 216 #C019	SS216C1900	G01524	177114031900
SHIP SHOAL 216 #C023	SS216C2300	G01524	177114134600
SHIP SHOAL 216 #C024 ST2	SS216C2402	G01524	177114135102
SHIP SHOAL 232 #B012	SS233B12	G15293	1771141070
SHIP SHOAL 232 #B02	SS233002	G15293	1771140371
SHIP SHOAL 233 #B001	SS233B01	G01528	177114028700
SHIP SHOAL 233 #B003	SS233B03	G01528	177114059800
SHIP SHOAL 233 #B004	SS233B04	G01528	177114060400
SHIP SHOAL 233 #B006	SS233B06	G01528	177114063500
SHIP SHOAL 233 #B007	SS233B07	G01528	177114065400
SHIP SHOAL 233 #B010	SS233B10	G01528	177114069901
SHIP SHOAL 233 #B011	SS233B11	G01528	177114073201
SHIP SHOAL 233 #E006	SS233E06	G01528	177110071900
SHIP SHOAL 233 #H005	SS233H05	G01528	177112017800
SHIP SHOAL 238 #A001	SS238A01	G03169	177124023400
SHIP SHOAL 238 #A003	SS238A03	G03169	177124025701
SHIP SHOAL 238 #A005	SS238A05	G03169	177124027200
SHIP SHOAL 238 #B005	SS238B05	G03169	177114061400
SHIP SHOAL 238 #B008	SS238B08	G03169	177114086600
SHIP SHOAL 238 #C001 (ORRI)	SS238C01	G03169	177124068100
SHIP SHOAL 238 #C002	SS238C02	G03169	177124068400
SHIP SHOAL 246 #A001	SS246A01	G01027	177124005700
SHIP SHOAL 246 #A002	SS246A02	G01027	177124007400
SHIP SHOAL 246 #A004	SS246A04	G01027	177124008200
SHIP SHOAL 246 #A005	SS246A05	G01027	177124008300
SHIP SHOAL 246 #A006	SS246A06	G01027	177124009000
SHIP SHOAL 246 #A007	SS246A07	G01027	177124009100
SHIP SHOAL 246 #A009	SS246A09	G01027	177124010200
SHIP SHOAL 246 #A011	SS246A11	G01027	177124011500
SHIP SHOAL 246 #A014	SS246A14	G01027	177124014600
SHIP SHOAL 246 #A019	SS246A19	G01027	177124016100
SHIP SHOAL 246 #A020	SS246A20	G01027	177124012901
SHIP SHOAL 246 #J001	SS246J01	G01027	177124061800
SHIP SHOAL 247 #D003	SS247D03	G01028	177124013100
SHIP SHOAL 247 #D007	SS247D07	G01028	177124015600
SHIP SHOAL 247 #D009	SS247D09	G01028	177124016600
SHIP SHOAL 247 #D012	SS247D12	G01028	177124017903
SHIP SHOAL 247 #F002	SS247F02	G01028	177124019702
SHIP SHOAL 247 #F010	SS247F10	G01028	177124022400
SHIP SHOAL 247 #F014	SS247F14	G01028	177124022301

Exhibit III-B

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 247 #F017	SS247F17	G01028	177124022901
SHIP SHOAL 247 #F018	SS247F18	G01028	177124023201
SHIP SHOAL 247 #F019	SS247F19	G01028	177124052500
SHIP SHOAL 248 #D006	SS248D06	G01029	177124015000
SHIP SHOAL 248 #D015	SS248D15	G01029	177124020600
SHIP SHOAL 248 #D016	SS248D16	G01029	177124021000
SHIP SHOAL 248 #D018	SS248D18	G01029	177124021100
SHIP SHOAL 248 #D020	SS248D2000	G01029	177124022000
SHIP SHOAL 248 #F008	SS248F08	G01029	177124022100
SHIP SHOAL 248 #G001	SS248G01	G01029	177124049500
SHIP SHOAL 248 #G002	SS248G02	G01029	177124053000
SHIP SHOAL 248 #G003	SS248G03	G01029	177124053300
SHIP SHOAL 249 #006	SS24906	G01030	177124062200
SHIP SHOAL 249 #D002	SS249D02	G01030	177124012000
SHIP SHOAL 249 #D004	SS249D04	G01030	177124017100
SHIP SHOAL 249 #D005	SS249D05	G01030	177124014200
SHIP SHOAL 249 #D008	SS249D08	G01030	177124015900
SHIP SHOAL 249 #D011	SS249D11	G01030	177124018500
SHIP SHOAL 249 #D014	SS249D14	G01030	177124019200
SHIP SHOAL 249 #D017	SS249D1700	G01030	177124020800
SHIP SHOAL 249 #D019	SS249D19	G01030	177124021500
SHIP SHOAL 252 #C004	SS252C04	G01529	177122001500
SHIP SHOAL 252 #C005	SS252C05	G01529	177122002000
SHIP SHOAL 252 #C009	SS252C09	G01529	177124029401
SHIP SHOAL 252 #C012	SS252C12	G01529	177124047300
SHIP SHOAL 252 #F001	SS252F01	G01529	177124052000
SHIP SHOAL 252 #F003	SS252F03	G01529	177124052200
SHIP SHOAL 252 #F004	SS252F04	G01529	177124067400
SHIP SHOAL 253 #C001	SS253C01	G01031	177122000100
SHIP SHOAL 253 #C002	SS253C02	G01031	177122006700
SHIP SHOAL 253 #C003	SS253C03	G01031	177122001400
SHIP SHOAL 253 #C006	SS253C06	G01031	177122002100
SHIP SHOAL 253 #C007	SS253C07	G01031	177122002300
SHIP SHOAL 253 #C008	SS253C08	G01031	177124030000
SHIP SHOAL 253 #C010	SS253C10	G01031	177124029300
SHIP SHOAL 253 #C011	SS253C11	G01031	177124030900
SHIP SHOAL 253 #D001	SS253D01	G01031	177122004200
SHIP SHOAL 253 #D003	SS253D03	G01031	177124000400
SHIP SHOAL 253 #D004	SS253D04	G01031	177124001100
SHIP SHOAL 253 #D005	SS253D05	G01031	177124001200
SHIP SHOAL 253 #D006	SS253D06	G01031	177124001300
SHIP SHOAL 253 #D007	SS253D07	G01031	177124001401
SHIP SHOAL 253 #D008	SS253D08	G01031	177124001600
SHIP SHOAL 253 #D009	SS253D09	G01031	177124001800
SHIP SHOAL 253 #D010	SS253D10	G01031	177124002001
SHIP SHOAL 253 #D013	SS253D13	G01031	177124002600
SHIP SHOAL 253 #D014	SS253D14	G01031	177124002701
SHIP SHOAL 253 #E001	SS253E01	G01031	177124024200
SHIP SHOAL 253 #E002	SS253E02	G01031	177124024600
SHIP SHOAL 253 #E003	SS253E03	G01031	177124025301
SHIP SHOAL 253 #E004	SS253E04	G01031	177124025400

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 253 #E005	SS253E05	G01031	177124025500
SHIP SHOAL 253 #E006	SS253E06	G01031	177124026600
SHIP SHOAL 253 #E007	SS253E07	G01031	177124026800
SHIP SHOAL 253 #E008	SS253E08	G01031	177124027600
SHIP SHOAL 253 #E009	SS253E09	G01031	177124027701
SHIP SHOAL 253 #E010	SS253E10	G01031	177124027800
SHIP SHOAL 253 #E011	SS253E11	G01031	177124028200
SHIP SHOAL 253 #E012	SS253E12	G01031	177124028400
SHIP SHOAL 253 #E013	SS253E13	G01031	177124037500
SHIP SHOAL 253 #E014	SS253E14	G01031	177124042100
SHIP SHOAL 253 #E015	SS253E15	G01031	177124044401
SHIP SHOAL 253 #F002	SS253F02	G01031	177124052100
SHIP SHOAL 300 #A001	SS300A01	G07760	177124037401
SHIP SHOAL 300 #A003	SS300A03	G07760	177124041602
SHIP SHOAL 300 #A004	SS300A04	G07760	177124043100
SHIP SHOAL 300 #A005	SS300A05	G07760	177124053600
SHIP SHOAL 300 #A006	SS300A06	G07760	177124053700
SHIP SHOAL 300 #B001	SS300B01	G07760	177124044100
SHIP SHOAL 300 #B002	SS300B02	G07760	177124044800
SHIP SHOAL 300 #B003	SS300B03	G07760	177124045600
SHIP SHOAL 300 #B004	SS300B04	G07760	177124045700
SHIP SHOAL 300 #B005	SS300B05	G07760	177124045900
SHIP SHOAL 315 #A001	SS315A01	G09631	177124046901
SHIP SHOAL 315 #A003	SS315A03	G09631	177124047402
SHIP SHOAL206#E001(SS207E1	SS207E0100	G01523	177114115500
SOUTH MARSH IS 066 #C001	SM066C0100	G01198	177070041200
SOUTH MARSH IS 066 #C002	SM066C0200	G01198	177070049000
SOUTH MARSH IS 066 #C003	SM066C0300	G01198	177074005800
SOUTH MARSH IS 066 #C004	SM066C0400	G01198	177070050000
SOUTH MARSH IS 066 #C005	SM066C0500	G01198	177070050700
SOUTH MARSH IS 066 #C006	SM066C0600	G01198	177072018700
SOUTH MARSH IS 066 #C007	SM066C0700	G01198	177070052800
SOUTH MARSH IS 066 #C009B	SM066C09B0	G01198	177072001200
SOUTH MARSH IS 066 #C011	SM066C1100	G01198	177074072900
SOUTH MARSH IS 066 #C012	SM066C1200	G01198	177074073500
SOUTH MARSH IS 066 #D001	SM066D0100	G01198	177074025400
SOUTH MARSH IS 066 #D003	SM066D0300	G01198	177074029000
SOUTH MARSH IS 066 #D004	SM066D0400	G01198	177074032000
SOUTH MARSH IS 066 #D005	SM066D0500	G01198	177074032600
SOUTH MARSH IS 066 #D006 ST	SM066D0601	G01198	177074031201
SOUTH MARSH IS 066 #D007 ST1BP	SM066D0701	G01198	177074027401
SOUTH MARSH IS 087 #A002	SM087A02	G24870	177084092201
SOUTH MARSH IS 087 #A004	SM087A04	G24870	177084093704
SOUTH MARSH IS 087 #A005	SM087A05	G24870	177084093802
SOUTH MARSH IS 087 #I002	SM087I02	G24870	177064097900
SOUTH MARSH IS 102 #A001	SM102A01	G24872	177084091200
SOUTH MARSH IS 102 #A006	SM102A06	G24872	177084094101
SOUTH MARSH IS 132 #B002	SM132B0200	G02282	177084031800
SOUTH MARSH IS 132 #B003 ST1	SM132B0301	G02282	177084031601
SOUTH MARSH IS 132 #B004	SM132B0400	G02282	177084033000
SOUTH MARSH IS 132 #B005	SM132B0500	G02282	177084033500

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 132 #B006	SM132B0600	G02282	177084033900
SOUTH MARSH IS 132 #B007	SM132B0700	G02282	177084034100
SOUTH MARSH IS 132 #B008	SM132B0800	G02282	177084035500
SOUTH MARSH IS 132 #B009	SM132B0900	G02282	177084036200
SOUTH MARSH IS 132 #B010	SM132B1000	G02282	177084036500
SOUTH MARSH IS 132 #B011	SM132B1100	G02282	177084037800
SOUTH MARSH IS 135 #C003 BP1	SM135C0301	G19776	177084089401
SOUTH MARSH IS 136 #A004	SM136A0400	G02588	177084021900
SOUTH MARSH IS 136 #A008	SM136A08	G02588	177084032401
SOUTH MARSH IS 136 #A010	SM136A1000	G02588	177084035700
SOUTH MARSH IS 136 #A015	SM136A1500	G02588	177084071200
SOUTH MARSH IS 136 #C007	SM136C0700	G02588	177084091900
SOUTH MARSH IS 137 #A001	SM137A0100	G02589	177084007700
SOUTH MARSH IS 137 #A003	SM137A0300	G02589	177084020400
SOUTH MARSH IS 137 #A005	SM137A0500	G02589	177084024100
SOUTH MARSH IS 137 #A009	SM137A0900	G02589	177084034600
SOUTH MARSH IS 137 #A011 ST1	SM137A1101	G02589	177084030201
SOUTH MARSH IS 137 #A012	SM137A1200	G02589	177084040400
SOUTH MARSH IS 137 #A013	SM137A1300	G02589	177084042900
SOUTH MARSH IS 137 #A014	SM137A1400	G02589	177084045000
SOUTH MARSH IS 137 #A018	SM137A1800	G02589	177084072800
SOUTH MARSH IS 139 #B001	SM139B01	G21106	177084092300
SOUTH MARSH IS 139 #B002	SM139B02	G21106	177084093501
SOUTH MARSH IS 142 #A001	SM142A01	G01216	177084014100
SOUTH MARSH IS 142 #A002	SM142A02	G01216	177084014800
SOUTH MARSH IS 142 #A003	SM142A03	G01216	177084016500
SOUTH MARSH IS 142 #A004	SM142A04	G01216	177084017900
SOUTH MARSH IS 142 #A005	SM142A05	G01216	177084019200
SOUTH MARSH IS 142 #A006	SM142A06	G01216	177084020300
SOUTH MARSH IS 142 #A007	SM142A07	G01216	177084021000
SOUTH MARSH IS 142 #A008	SM143A08	G01216	177084023000
SOUTH MARSH IS 142 #A009	SM142A09	G01216	177084026300
SOUTH MARSH IS 142 #A010	SM142A10	G01216	177084077000
SOUTH MARSH IS 142 #A011	SM142A11	G01216	177084091100
SOUTH MARSH IS 142 #C001	SM142C01	G01216	177084082900
SOUTH MARSH IS 142 #C002	SM142C02	G01216	177084084201
SOUTH MARSH IS 142 #C003	SM142C03	G01216	177084085000
SOUTH MARSH IS 142 #C004	SM142C04	G01216	177084085400
SOUTH MARSH IS 142 #C005	SM142C05	G01216	177084091301
SOUTH MARSH IS 146 #A008	SM146A08	G09546	177084077102
SOUTH MARSH IS 150 #C006 BP2	SM150C0600	G16325	177084091802
SOUTH MARSH IS 150 #D003	SM150D0301	G16325	177084096401
SOUTH MARSH IS 268 #A002C	SM268A02C0	G02310	177074007600
SOUTH MARSH IS 268 #A007A	SM268A07A0	G02310	177074013600
SOUTH MARSH IS 268 #A017B	SM268A17B0	G02310	177074016800
SOUTH MARSH IS 268 #D001	SM268D0100	G02310	177074020600
SOUTH MARSH IS 268 #D003D	SM268D03D0	G02310	177074021600
SOUTH MARSH IS 268 #D004	SM268D0400	G02310	177074022500
SOUTH MARSH IS 268 #D006	SM268D0600	G02310	177074024700
SOUTH MARSH IS 268 #D007	SM268D0700	G02310	177074025700
SOUTH MARSH IS 268 #D012	SM268D1200	G02310	177074028700

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 268 #D016D	SM268D16D1	G02310	177074029901
SOUTH MARSH IS 269 #A021B	SM269A21B0	G02311	177074018100
SOUTH MARSH IS 269 #B002	SM269B0200	G02311	177074008100
SOUTH MARSH IS 269 #B017 ST1	SM269B1701	G02311	177074075701
SOUTH MARSH IS 269 #B019 BP1	SM269B1901	G02311	177074088501
SOUTH MARSH IS 269 #F001 ST1	SM269F0101	G02311	177074080401
SOUTH MARSH IS 280 #G001	SM280G0100	G14456	177074071400
SOUTH MARSH IS 280 #G002	SM280G0200	G14456	177074080700
SOUTH MARSH IS 280 #H001 ST1	SM280H0102	G14456	177074081802
SOUTH MARSH IS 280 #H002 STB	SM280H0203	G14456	177074082303
SOUTH MARSH IS 281 #C001	SM281C0100	G02600	177074012500
SOUTH MARSH IS 281 #C003A	SM281C03A0	G02600	177074013900
SOUTH MARSH IS 281 #C005A	SM281C05A0	G02600	177074015300
SOUTH MARSH IS 281 #C006	SM281C0600	G02600	177074015800
SOUTH MARSH IS 281 #C008 ST1	SM281C0801	G02600	177074017701
SOUTH MARSH IS 281 #C010 ST	SM281C1001	G02600	177074020701
SOUTH MARSH IS 281 #C011 ST1	SM281C1101	G02600	177074022401
SOUTH MARSH IS 281 #C012A	SM281C12A0	G02600	177074024100
SOUTH MARSH IS 281 #C014 ST	SM281C1401	G02600	177074026901
SOUTH MARSH IS 281 #C016C	SM281C16C0	G02600	177074029600
SOUTH MARSH IS 281 #C017	SM281C1700	G02600	177074030500
SOUTH MARSH IS 281 #C019B	SM281C19B0	G02600	177074034400
SOUTH MARSH IS 281 #C020 ST1	SM281C2001	G02600	177074034901
SOUTH MARSH IS 281 #C021B	SM281C21B0	G02600	177074035500
SOUTH MARSH IS 281 #C023 ST2	SM281C2302	G02600	177074036802
SOUTH MARSH IS 281 #C024	SM281C2400	G02600	177074037300
SOUTH MARSH IS 281 #C025	SM281C2500	G02600	177074083500
SOUTH MARSH IS 281 #C026	SM281C2600	G02600	177074083700
SOUTH MARSH IS 281 #C027	SM281C2700	G02600	177074085200
SOUTH MARSH IS 281 #C028 BP2	SM281C2802	G02600	177074089402
SOUTH MARSH IS 281 #D002	SM281D0200	G02600	177074021100
SOUTH MARSH IS 281 #D009	SM281D0900	G02600	177074027100
SOUTH MARSH IS 281 #D010A	SM281D10A0	G02600	177074027500
SOUTH MARSH IS 281 #D011	SM281D1100	G02600	177074028000
SOUTH MARSH IS 281 #D013	SM281D1300	G02600	177074029100
SOUTH MARSH IS 281 #D014A	SM281D14A0	G02600	177074029700
SOUTH MARSH IS 281 #D05A	SM281D05A0	G02600	177074023200
SOUTH MARSH IS 281 #D08A	SM281D08A0	G02600	177074026600
SOUTH MARSH IS 281 #E001D	SM281E01D0	G02600	177074018500
SOUTH MARSH IS 281 #E002A	SM281E02A0	G02600	177074024600
SOUTH MARSH IS 281 #E003	SM281E0300	G02600	177074027800
SOUTH MARSH IS 281 #E004	SM281E0400	G02600	177074028500
SOUTH MARSH IS 281 #E005A	SM281E05A0	G02600	177074029300
SOUTH MARSH IS 281 #E006	SM281E0601	G02600	177074030101
SOUTH MARSH IS 281 #E007	SM281E0700	G02600	177074031600
SOUTH MARSH IS 281 #E008A	SM281E08A1	G02600	177074033101
SOUTH MARSH IS 281 #E009A	SM281E09A0	G02600	177074033800
SOUTH MARSH IS 281 #E010A	SM281E10A0	G02600	177074034800
SOUTH MARSH IS 281 #E011 ST	SM281E1101	G02600	177074035601
SOUTH MARSH IS 281 #E012	SM281E1200	G02600	177074036000
SOUTH MARSH IS 281 #E013	SM281E1300	G02600	177074036600

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 281 #E014	SM281E1400	G02600	177074038600
SOUTH MARSH IS 281 #I001	SM281I0101	G02600	177074082601
SOUTH MARSH IS 281 #I002 ST1	SM281I0201	G02600	177074082701
SOUTH MARSH IS 281 #I003	SM281I0300	G02600	177074082800
SOUTH PASS 017 #A023	SP017A23	G02938	177212022601
SOUTH PASS 017 #D006	SP017D06	G02938	177214012901
SOUTH PASS 017 #D009	SP017D09	G02938	177214013303
SOUTH PASS 017 #D029	SP017D29	G02938	177214012203
SOUTH PASS 017 #D032	SP017D32	G02938	177214030101
SOUTH PASS 017 #E004	SP017E04	G02938	177214020300
SOUTH PASS 017 #E006	SP017E06	G02938	177214020101
SOUTH PASS 017 #G016	SP017G16	G02938	177214035501
SOUTH PASS 017 #G026	SP017G26	G02938	177214037203
SOUTH PASS 017 #G029	SP017G29	G02938	177214037504
SOUTH PASS 037 #003	SP03703	00697	177214045700
SOUTH PASS 042 SWD 1	SL301101	03011	UNKNOWN
SOUTH PASS 059 #A018	SP059A18	G01608	177234015204
SOUTH PASS 059 #C007	SP059C07	G02943	177212021402
SOUTH PASS 059 #C008	SP059C08	G01608	177212022502
SOUTH PASS 059 #C017	SP059C17	G02943	177212022802
SOUTH PASS 059 #C018	SP059C18	G02943	177212024601
SOUTH PASS 059 #C019	SP059C19	G01608	177214006906
SOUTH PASS 059 #C020	SP059C20	G02943	177214007004
SOUTH PASS 059 #C022	SP059C22	G02943	177214009002
SOUTH PASS 059 #C026	SP059C26	G02943	177214010400
SOUTH PASS 059 #C027	SP059C27	G02943	177214011302
SOUTH PASS 059 #C030	SP059C30	G01608	177214005703
SOUTH PASS 059 #C037	SP059C37	G02942	177212022701
SOUTH PASS 059 #C039	SP059C39	G02943	177214006201
SOUTH PASS 059 #C040	SP059C40	G01608	177214032304
SOUTH PASS 059 #C041	SP059C41	G02942	177214032602
SOUTH PASS 059 #C042	SP059C42	G02943	177214039603
SOUTH PASS 059 #D023	SP059D23	G02942	177214017802
SOUTH PASS 059 #D025	SP059D25	G02943	177214018403
SOUTH PASS 059 #D026	SP059D26	G02942	177214019302
SOUTH PASS 059 #D027	SP059D27	G02942	177214020500
SOUTH PASS 059 #D033	SP059D33	G02942	177214031102
SOUTH PASS 059 #D034	SP059D34	G02943	177214030901
SOUTH PASS 059 #G002	SP059G02	G02943	177214033500
SOUTH PASS 059 #G005	SP059G05	G02943	177214034000
SOUTH PASS 059 #G012	SP059G12	G02943	177214035100
SOUTH PASS 059 #G018	SP059G18	G02943	177214035601
SOUTH PASS 059 #G020	SP059G20	G02943	177214036101
SOUTH PASS 060 #A003	SP060A03	G02137	177214001501
SOUTH PASS 060 #A004	SP060A04	G02137	177214001601
SOUTH PASS 060 #A005	SP060A05	G02137	177212012400
SOUTH PASS 060 #A006	SP060A06	G02137	177214001801
SOUTH PASS 060 #A007	SP060A07	G02137	177212012700
SOUTH PASS 060 #A009	SP060A09	G02137	177212014702
SOUTH PASS 060 #A010	SP060A10	G02137	177214002902
SOUTH PASS 060 #A012	SP060A12	G02137	177212017600

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 060 #A013	SP060A13	G01608	177214004000
SOUTH PASS 060 #A017	SP060A17	G01608	177214004901
SOUTH PASS 060 #A018	SP060A18	G02137	177212020600
SOUTH PASS 060 #A019	SP060A19	G02137	177212020802
SOUTH PASS 060 #A021	SP060A21	G02137	177212022201
SOUTH PASS 060 #A025	SP060A25	G02938	177212024501
SOUTH PASS 060 #A028	SP060A28	G02137	177212025003
SOUTH PASS 060 #A029	SP060A29	G01608	177214008101
SOUTH PASS 060 #A031	SP060A31	G01608	177214007106
SOUTH PASS 060 #A032	SP060A32	G01608	177212018702
SOUTH PASS 060 #A033	SP060A33	G02137	177214001303
SOUTH PASS 060 #A034	SP060A34	G01608	177212017501
SOUTH PASS 060 #A035	SP060A35	G02137	177212019302
SOUTH PASS 060 #A036	SP060A36	G01608	177214001202
SOUTH PASS 060 #A037	SP060A37	G02137	177212013701
SOUTH PASS 060 #B001	SP060B01	G01608	177214002001
SOUTH PASS 060 #B003	SP060B03	G01608	177214002302
SOUTH PASS 060 #B004	SP060B04	G02137	177214002402
SOUTH PASS 060 #B006	SP060B06	G01608	177214003001
SOUTH PASS 060 #B007	SP060B07	G01608	177214003601
SOUTH PASS 060 #B008	SP060B08	G01608	177214003701
SOUTH PASS 060 #B012	SP060B12	G01608	177214004202
SOUTH PASS 060 #B013	SP060B13	G01608	177214003904
SOUTH PASS 060 #B014	SP060B14	G01608	177214004403
SOUTH PASS 060 #B015	SP060B15	G01608	177214004502
SOUTH PASS 060 #B017	SP060B17	G01608	177214004703
SOUTH PASS 060 #B020	SP060B20	G01608	177214005101
SOUTH PASS 060 #B021	SP060B21	G01608	177214002502
SOUTH PASS 060 #B022	SP060B22	G01608	177214004106
SOUTH PASS 060 #B026	SP060B26	G01608	177214005003
SOUTH PASS 060 #C006	SP060C06	G02137	177212021100
SOUTH PASS 060 #C023	SP060C23	G02137	177214009200
SOUTH PASS 060 #C031	SP060C31	G02137	177214011806
SOUTH PASS 060 #C038	SP060C38	G01608	177214005502
SOUTH PASS 060 #D002	SP060D02	G02137	177214011601
SOUTH PASS 060 #D010	SP060D10	G02137	177214013902
SOUTH PASS 060 #D012	SP060D12	G02137	177214014301
SOUTH PASS 060 #D014	SP060D14	G01608	177214014401
SOUTH PASS 060 #D015	SP060D15	G01608	177214015102
SOUTH PASS 060 #D016	SP060D16	G02137	177214016101
SOUTH PASS 060 #D017	SP060D17	G02137	177214016202
SOUTH PASS 060 #D018	SP060D18	G02137	177214016501
SOUTH PASS 060 #D021	SP060D21	G02137	177214016703
SOUTH PASS 060 #D022	SP060D22	G02137	177214015802
SOUTH PASS 060 #D024	SP060D24	G02137	177214018200
SOUTH PASS 060 #D025	SP060D25	G02137	177214038901
SOUTH PASS 060 #D031	SP060D31	G02137	177214028901
SOUTH PASS 060 #D035	SP060D35	G02137	177214022703
SOUTH PASS 060 #E001	SP060E01	G01608	177214019202
SOUTH PASS 060 #E002	SP060E02	G01608	177214021602
SOUTH PASS 060 #E003	SP060E03	G01608	177214022201

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 060 #E005	SP060E05	G01608	177214022902
SOUTH PASS 060 #E008	SP060E08	G01608	177214023900
SOUTH PASS 060 #E009	SP060E09	G01608	177214024405
SOUTH PASS 060 #E011	SP060E11	G01608	177214027500
SOUTH PASS 060 #E012	SP060E12	G01608	177214025100
SOUTH PASS 060 #E013	SP060E13	G01608	177214025601
SOUTH PASS 060 #E014	SP060E14	G01608	177214025903
SOUTH PASS 060 #E015	SP060E15	G01608	177214026300
SOUTH PASS 060 #E016	SP060E16	G01608	177214026603
SOUTH PASS 060 #E019	SP060E19	G01608	177214027400
SOUTH PASS 060 #E021	SP060E21	G01608	177214027802
SOUTH PASS 060 #E022	SP060E22	G02137	177214028700
SOUTH PASS 060 #E023	SP060E23	G01608	177214029302
SOUTH PASS 060 #E024	SP060E24	G01608	177214029403
SOUTH PASS 060 #E025	SP060E25	G01608	177214031301
SOUTH PASS 060 #E026	SP060E26	G01608	177214031501
SOUTH PASS 060 #E028	SP060E28	G01608	177214032201
SOUTH PASS 060 #G001	SP060G01	G02137	177214032901
SOUTH PASS 060 #G003	SP060G03	G02137	177214033400
SOUTH PASS 060 #G004	SP060G04	G02137	177214033700
SOUTH PASS 060 #G006	SP060G06	G02137	177214033801
SOUTH PASS 060 #G007	SP060G07	G01608	177214034102
SOUTH PASS 060 #G008	SP060G08	G02137	177214034200
SOUTH PASS 060 #G009	SP060G09	G01608	177214034600
SOUTH PASS 060 #G010	SP060G10	G02137	177214034900
SOUTH PASS 060 #G011	SP060G11	G01608	177214035000
SOUTH PASS 060 #G013	SP060G13	G01608	177214034803
SOUTH PASS 060 #G014	SP060G14	G02137	177214035301
SOUTH PASS 060 #G015	SP060G15	G02137	177214035404
SOUTH PASS 060 #G017	SP060G17	G01608	177214035701
SOUTH PASS 060 #G019	SP060G19	G02137	177214035903
SOUTH PASS 060 #G021	SP060G21	G02137	177214036201
SOUTH PASS 060 #G022	SP060G22	G01608	177214036501
SOUTH PASS 060 #G023	SP060G23	G01608	177214036700
SOUTH PASS 060 #G024	SP060G24	G01608	177214036900
SOUTH PASS 060 #G025	SP060G25	G02137	177214037001
SOUTH PASS 060 #G027	SP060G27	G01608	177214037100
SOUTH PASS 060 #G028	SP060G28	G01608	177214037301
SOUTH PASS 060 #G031	SP060G31	G02137	177214038101
SOUTH PASS 060 #G032	SP060G32	G02137	177214038302
SOUTH PASS 060 #G033	SP060G33	G01608	177214037700
SOUTH PASS 060 #G034	SP060G34	G02137	177214038901
SOUTH PASS 060 #G035	SP060G35	G02137	177214039200
SOUTH PASS 060 #G036	SP060G36	G02137	177214039301
SOUTH PASS 061 #B018	SP061B18	G01609	177214004802
SOUTH PASS 061 #E029	SP061E29	G01609	177214031802
SOUTH PASS 066 #A012	SP066A1200	G01611	177234011401
SOUTH PASS 066 #A015	SP066A15	G01611	177234011702
SOUTH PASS 066 #C001	SP066C0100	G01611	177212019402
SOUTH PASS 066 #C013	SP066C1300	G01611	177214005803
SOUTH PASS 066 #C021	SP066C2100	G01611	177214008303

Exhibit III-B

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 066 #C025	SP066C2500	G01611	177214010301
SOUTH PASS 066 #C029	SP066C29	G01611	177214012702
SOUTH PASS 066 #C036	SP066C3600	G01611	177214005305
SOUTH PASS 067 #A001	SP067A01	G01612	177234010501
SOUTH PASS 067 #A004	SP067A04	G01612	177234010603
SOUTH PASS 067 #A005	SP067A05	G01612	177234010702
SOUTH PASS 067 #A008	SP067A08	G01612	177234010901
SOUTH PASS 067 #A009	SP067A09	G01612	177234011001
SOUTH PASS 067 #A010	SP067A10	G01612	177234011100
SOUTH PASS 067 #A011	SP067A11	G01612	177234011200
SOUTH PASS 067 #A013	SP067A13	G01612	177234011502
SOUTH PASS 067 #A014	SP067A14	G01612	177234011601
SOUTH PASS 067 #A016	SP067A16	G01612	177234015101
SOUTH PASS 067 #A019	SP067A19	G01612	177234015700
SOUTH PASS 067 #A020	SP067A20	G01612	177234015301
SOUTH PASS 067 #A021	SP067A21	G01612	177234015600
SOUTH PASS 067 #A022	SP067A22	G01612	177234015900
SOUTH PASS 067 #A023	SP067A23	G01612	177234015801
SOUTH PASS 067 #A024	SP067A24	G01612	177234016000
SOUTH PASS 067 #A025	SP067A25	G01612	177234017400
SOUTH PELTO 013 #009	PL01300900	G03171	177134019701
SOUTH TIMBALIER 195 #B001	ST195B01	G03593	177154091400
SOUTH TIMBALIER 195 #B002	ST195B02	G03593	177154092500
SOUTH TIMBALIER 195 #B003	ST195B03	G03593	177154117901
SOUTH TIMBALIER 315 #A003	ST315A03	G23946	177164029004
SOUTH TIMBALIER 316 #A001	ST316A0100	G22762	177164028600
SOUTH TIMBALIER 316 #A002	ST316A0200	G22762	177164028800
STATE TRACT 773 #L001 (NW/4)	ST773L1N	111650	427023021000
STATE TRACT 773 #L001 (SW/4)	ST773L1S	136449	426023016700
STATE TRACT 773 #L002	ST773L2	115727	427023021800
STATE TRACT 773 #L003	ST773L3	114988	427023022000
VERMILION 196 #A001	VR196A01	G19760	177054112300
VERMILION 196 #A002	VR196A02	G19760	177054116700
VERMILION 196 #A004	VR196A04	G19760	177054127900
VERMILION 207 #A003	VR207A03	G19761	177054117600
VERMILION 261 #A001	VR261A0100	G03328	177064029000
VERMILION 261 #A002	VR261A0200	G03328	177064033000
VERMILION 261 #A004	VR261A0402	G03328	177064032902
VERMILION 261 #A005	VR261A0500	G03328	177064034600
VERMILION 261 #A007	VR261A0700	G03328	177064035400
VERMILION 261 #A008	VR261A0800	G03328	177064084900
VERMILION 262 #A006	VR262A06	G34257	177064035201
VERMILION 272 #A001	VR272A01	G23829	177064091300
VERMILION 272 #A002	VR272A02	G23829	177064091400
VERMILION 272 #A003	VR272A03	G23829	177084093603
VERMILION 272 #A004	VR272A04	G23829	177064091602
VERMILION 272 #A005	VR272A05	G23829	177064091700
VERMILION 272 #A006	VR272A06	G23829	177064096100
VERMILION 272 #A007	VR272A07	G23829	177064096200
VERMILION 272 #B001	VR272B01	G23829	177064091800
VERMILION 272 #B002	VR272B02	G23829	177064092502

Asset Name	FWE Acct. Code	Lease Number	API
VERMILION 272 #C001	VR272C01	G23829	177064096001
VERMILION 273 #B003	VR273B03	G14412	177064092600
VERMILION 279 #A001	VR279A01	G11881	177064074701
VERMILION 279 #A002	VR279A02	G11881	177064075701
VERMILION 279 #A003	VR279A03	G11881	177064076601
VERMILION 279 #A004	VR279A04	G11881	177064087600
VERMILION 279 #A005	VR279A05	G11881	177064075802
VERMILION 279 #A006	VR279A06	G11881	177064079900
VERMILION 279 #A007	VR279A07	G11881	177064078800
VERMILION 279 #A008	VR279A08	G11881	177064079600
VERMILION 279 #A009	VR279A09	G11881	177064080400
VERMILION 279 #A010	VR279A10	G11881	177064080700
VERMILION 279 #A011	VR279A11	G11881	177064080802
VERMILION 279 #A012	VR279A12	G11881	177064087100
VERMILION 313 #B001	VR313B01	G01172	177064028100
VERMILION 313 #B002	VR313B02	G01172	177064029700
VERMILION 313 #B003	VR313B03	G01172	177064030100
VERMILION 313 #B005	VR313B05	G01172	177064032800
VERMILION 313 #B006	VR313B06	G01172	177064031900
VERMILION 313 #B007	VR313B07	G01172	177064032700
VERMILION 313 #B009	VR313B09	G01172	177064033801
VERMILION 313 #B010	VR313B10	G01172	177064035700
VERMILION 313 #B011	VR313B11	G01172	177064037100
VERMILION 313 #B012	VR313B12	G01172	177064036200
VERMILION 313 #C001	VR313C01	G01172	177064071700
VERMILION 313 #C002	VR313C02	G01172	177064071900
VERMILION 313 #C003	VR313C03	G01172	177064072200
VERMILION 313 #C004	VR313C04	G01172	177064072000
VERMILION 313 #D001	VR313D01	G01172	177064090000
VERMILION 313 #D002	VR313D02	G01172	177064090201
VERMILION 313 #D003	VR313D03	G01172	177064090300
VERMILION 313 #D004	VR313D04	G01172	177064090501
VERMILION 313 #D005	VR313D05	G01172	177064090701
VERMILION 408 #A001	VR408A01	G15212	177064084401
VERMILION 408 #A002	VR408A02	G15212	177064086600
VERMILION 408 #A003	VR408A03	G15212	177064089900
VIOSCA KNOLL 824 #004	VK82400402	G15436	608164032902
VIOSCA KNOLL 826 A-10 ST1	VK826A1001	G06888	608164032601
VIOSCA KNOLL 826 A-12 BP1	VK826A1201	G06888	608164038101
VIOSCA KNOLL 826 A-13	VK826A13	G06888	608164038200
VIOSCA KNOLL 826 A-14 ST1	VK826A1401	G06888	608164038001
VIOSCA KNOLL 826 A-3	VK826A03	G06888	608164022000
VIOSCA KNOLL 826 A-4	VK826A04	G06888	608164020500
VIOSCA KNOLL 826 A-5	VK826A05	G06888	608164022100
VIOSCA KNOLL 826 A-6	VK826A06	G06888	608164022200
VIOSCA KNOLL 826 A-7	VK826A07	G06888	608164023600
VIOSCA KNOLL 826 A-8	VK826A08	G06888	608164032400
VIOSCA KNOLL 826 A-9 ST1	VK826A0901	G06888	608164032501
VIOSCA KNOLL 826 A-1 ST	VK826A0101	G06888	608164019401
VIOSCA KNOLL 826 A-2	VK826A02	G06888	608164021900
VIOSCA KNOLL 826 SS12	VK826SS012	G06888	608164035800

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VIOSCA KNOLL 917 SS01 ST2	VK917SS102	G15441	608164040002
VIOSCA KNOLL 962 SS01	VK962SS01	G15445	608164039901
WEST CAMERON 009 #001 SL 18287	SL1828701	18287	177002025000
WEST CAMERON 065 #B018	WC065B1800	G02825	177004098900
WEST CAMERON 065 #B019	WC065B1901	G02825	177004099501
WEST CAMERON 065 #B020 ST2	WC065B2001	G02825	177004099701
WEST CAMERON 066 #A017	WC066A1700	G02826	177004100600
WEST CAMERON 066 #B002	WC066B0200	G02826	177004017600
WEST CAMERON 066 #B003	WC066B0300	G02826	177004017800
WEST CAMERON 066 #B004	WC066B0400	G02826	177004018300
WEST CAMERON 066 #B006	WC066B0600	G02826	177004019100
WEST CAMERON 066 #B007	WC066B0700	G02826	177004019600
WEST CAMERON 066 #B008D	WC066B08D0	G02826	177004020400
WEST CAMERON 066 #B009	WC066B0900	G02826	177004020801
WEST CAMERON 066 #B010	WC066B1000	G02826	177004021400
WEST CAMERON 066 #B012	WC066B1200	G02826	177004023000
WEST CAMERON 066 #B014	WC066B1401	G02826	177004022001
WEST CAMERON 066 #B015	WC066B1500	G02826	177004087600
WEST CAMERON 066 #B016	WC066B1601	G02826	177004097101
WEST CAMERON 066 #B017	WC066B1700	G02826	177004098700
WEST CAMERON 066 #E001	WC066E0100	G02826	177004034700
WEST CAMERON 066 #E002	WC066E0200	G02826	177004043400
WEST CAMERON 066 #E003	WC066E0300	G02826	177004047900
WEST CAMERON 066 #E004	WC066E0400	G02826	177004051500
WEST CAMERON 072 #001	WC07200100	G23735	177004114900
WEST CAMERON 072 #002	WC07200200	G23735	177004119400
WEST CAMERON 072 #003	WC07200301	G23735	177004125001
WEST CAMERON 295 #A001	WC295A0101	G24730	177014037501
WEST CAMERON 295 #A002	WC295A0201	G24730	177014039001
WEST CAMERON 485 #A001	WC485A01	G02220	177024010002
WEST CAMERON 485 #A010	WC485A10	G02220	177024117800
WEST CAMERON 485 #A011	WC485A11	G02220	177024118300
WEST CAMERON 485 #B006	WC485B06	G02220	177024108300
WEST CAMERON 498 #B001	WC498B01	G03520	177024106500
WEST CAMERON 498 #B002	WC498B02	G03520	177024106901
WEST CAMERON 498 #B003	WC498B03	G03520	177024109002
WEST CAMERON 498 #B004	WC498B04	G03520	177024109400
WEST CAMERON 498 #B005	WC498B05	G03520	177024116001
WEST CAMERON 498 #B006	WC498B06	G03520	177024116100
WEST CAMERON 498 #B007	WC498B07	G03520	177024116200
WEST CAMERON 498 #B008	WC498B08	G03520	177024118801
WEST CAMERON 498 #B009	WC498B09	G03520	177024120201
WEST CAMERON 498 #B010	WC498B10	G03520	177024121000
WEST CAMERON 498 #B011	WC498B11	G03520	177024131700
WEST CAMERON 507 #A002	WC507A02	G02549	177024018200
WEST CAMERON 507 #A003	WC507A03	G02549	177024020101
WEST CAMERON 507 #A004	WC507A04	G10594	177024023002
WEST CAMERON 507 #A005	WC507A05	G02549	177024023500
WEST CAMERON 507 #A006	WC507A06	G02549	177024024902
WEST CAMERON 507 #A007	WC507A07	G02549	177024094900
WEST CAMERON 507 #A008	WC507A08	G02549	177024094400

Asset Name	FWE Acct. Code	Lease Number	API
WEST CAMERON 507 #A009	WC507A09	G02549	177024094700
WEST CAMERON 507 #B001	WC507B01	G02549	177024098304
WEST CAMERON 507 #B002	WC507B02	G02549	177024099001
WEST CAMERON 507 #B003	WC507B03	G02549	177024100201
WEST CAMERON 507 #B004	WC507B04	G02549	177024108202
WEST CAMERON 507 #B005	WC507B05	G02549	177024101200
WEST CAMERON 507 #C001	WC507C01	G02549	177024130300
WEST CAMERON 67 #D1	WC067D0100	G03256	177004031600
WEST CAMERON 67 #D10	-	G03256	177004098501
WEST CAMERON 67 #D6	-	G03256	177004040700
WEST CAMERON 67 #D9	WC067D0900	G03256	177004078600
WEST DELTA 027 #008	WD02708	G04473	177194065801

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BRAZOS A-105 P/F-A	BAA105PFA	G01757	BAA105	87.5%
BRAZOS A-105 P/F-B	BAA105PFB	G01757	BAA105	87.5%
BRAZOS A-133 P/F-A	BAA133APLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-B	BAA133BPLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-C-AUX	BAA133CAUX	G02665	BAA133	25.0%
BRAZOS A-133 P/F-D	BAA133DPLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-E	BAA133EPLT	G02665	BAA133	25.0%
EAST BREAKS 159 P/F-A	EB159PFA	G02646	EB159	66.7%
EAST BREAKS 160 P/F-A	EB160PFA	G02647	EB160	100.0%
EAST BREAKS 165 P/F-A	EB165PFA	G06280	EB165	100.0%
EAST CAMERON 330 P/F-B	EC330PFB	G03540	EC330	95.0%
EAST CAMERON 332 P/F-A	EC332PFA	G09478	EC332	90.4%
EAST CAMERON 349 P/F-A	EC349PFA	G14385	EC349	25.0%
EUGENE IS 032 #012 CAS P/F	EI032PF12	00196	EI032	23.7%
EUGENE IS 032 #016 CAS P/F	EI032PF16	00196	EI032	23.7%
EUGENE IS 032 #020 CAS P/F	EI032PF20	00196	EI032	23.7%
EUGENE IS 032 #029 CAS P/F	EI032PF29	00196	EI032	23.7%
EUGENE IS 032 #8 CAS P/F	EI032PF08	00196	EI032	23.7%
EUGENE IS 032 P/F-10	EI032PF10	00196	EI032	23.7%
EUGENE IS 032 P/F-22	EI032PF22	00196	EI032	23.7%
EUGENE IS 032 P/F-23	EI032PF23	00196	EI032	23.7%
EUGENE IS 032 P/F-24	EI032PF24	00196	EI032	23.7%
EUGENE IS 032 P/F-25	EI032PF25	00196	EI032	23.7%
EUGENE IS 032 P/F-26	EI032PF26	00196	EI032	23.7%
EUGENE IS 032 P/F-27	EI032PF27	00196	EI032	23.7%
EUGENE IS 032 P/F-28	EI032PF28	00196	EI032	23.7%
EUGENE IS 032 P/F-30	EI032PF30	00196	EI032	23.7%
EUGENE IS 032 P/F-5	EI032PF5	00196	EI032	23.7%
EUGENE IS 032 P/F-A	EI032PFA	00196	EI032	23.7%
EUGENE IS 032 P/F-A-PRD	EI032PFAPR	00196	EI032	23.7%
EUGENE IS 032 P/F-A-QRT	EI032PFAQR	00196	EI032	23.7%
EUGENE IS 032 P/F-A-TNK	EI032PFATN	00196	EI032	23.7%
EUGENE IS 032 P/F-E	EI032PFE	00196	EI032	23.7%
EUGENE IS 032 P/F-E-PRD	EI032PFEPR	00196	EI032	23.7%
EUGENE IS 032 P/F-F-CMP	EI032PFFCM	00196	EI032	23.7%
EUGENE IS 032 P/F-F-PROD	EI032PFFPR	00196	EI032	23.7%
EUGENE IS 032 P/F-F-TANK	EI032PFFTN	00196	EI032	23.7%
EUGENE IS 032 P/F-F-TRT	EI032PFFTR	00196	EI032	23.7%
EUGENE IS 032 P/F-GM-VALVE	EI032PFGMV	00196	EI032	23.7%
EUGENE IS 032 P/F-H	EI032PFH	00196	EI032	23.7%
EUGENE IS 053 P/F-10	EI5310CAS	00479	EI053	0.0%
EUGENE IS 053 P/F-12	EI5312CAS	00479	EI053	0.0%
EUGENE IS 053 P/F-8	EI538CAS	00479	EI053	11.1%
EUGENE IS 053 P/F-9	EI539PLT	00479	EI053	11.1%
EUGENE IS 053 P/F-B	EI53BPLT	00479	EI053	11.1%
EUGENE IS 053 P/F-C	EI53CPLT	00479	EI053	5.6%

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
EUGENE IS 053 P/F-D	EI53DCAS	00479	EI053	0.0%
EUGENE IS 053 P/F-G	EI53GCAS	00479	EI053	11.1%
EUGENE IS 063 P/F-A	EI063PFA	00425	EI062	140.0%
EUGENE IS 063 P/F-B	EI063PFB	00425	EI062	140.0%
EUGENE IS 063 P/F-C-QTR	EI063PFC	00425	EI062	140.0%
EUGENE IS 100 P/F-D-QTR	EI100PFD	00796	EI100	100.0%
EUGENE IS 175 P/F-C-PROD	EI175CPRD	438	EI175	25.0%
EUGENE IS 175 P/F-D	EI175DPLT	438	EI175	25.0%
EUGENE IS 175 P/F-F	EI175FPLT	438	EI175	25.0%
EUGENE IS 175 P/F-H	EI175HCAS	438	EI175	25.0%
EUGENE IS 175 P/F-I	EI175ICAS	438	EI175	25.0%
EUGENE IS 175 P/F-J	EI175JPLT	438	EI175	25.0%
EUGENE IS 296 P/F-B	EI296PFB	G01687M	EI 296	14.5%
EUGENE IS 307 P/F-A	EI307PFA	G02110	EI307	100.0%
EUGENE IS 307 P/F-B	EI307PFB	G02110	EI307	100.0%
EUGENE IS 312 P/F-D	EI312PFD	G22679	EI312	60.0%
EUGENE IS 330 P/F A C S	EI330ACSPF	G02115	EI330	0.0%
EUGENE IS 330 P/F-B	EI330BPLT	G02115	EI330	0.0%
EUGENE IS 330 P/F-D	EI330DPLT	G02115	EI330	0.0%
EUGENE IS 342 P/F-C	EI342CPLT	G02319	EI342	0.0%
GALVESTON 210 P/F-1	GA2101CAS	G25524	GA210	33.3%
GALVESTON 210 P/F-2	GA2102CAS	G25524	GA210	33.3%
GALVESTON 210 P/F-B	GA210BPLT	G25524	GA210	33.3%
GALVESTON A-155 P/F-A	GAA155PFA	G30654	GAA155	8.1%
HIGH ISLAND A-341 P/F-B	HIA341BPLT	G25605	HIA341	40.0%
HIGH ISLAND A-376 P/F-A	HIA376APLT	G02754	HIA376	51.2%
HIGH ISLAND A-376 P/F-B	HIA376BPLT	G02754	HIA376	51.2%
HIGH ISLAND A-376 P/F-C	HIA376CPLT	G02754	HIA376	51.2%
HIGH ISLAND A-382 P/F-F	HIA382FPLT	G02757	HIA382	27.6%
HIGH ISLAND A-474 P/F-A	HIA474PFA	G02366	HIA474	12.0%
HIGH ISLAND A-489 P/F-B	HIA489PFB	G02372	HIA489	12.0%
HIGH ISLAND A-550 P/F-A	HIA550PFA	G04081	HIA550	100.0%
HIGH ISLAND A-563 P/F-B	HIA563PFB	G02388	HIA563	2.7%
HIGH ISLAND A-573 P/F-A	HIA573APLT	G02393	HIA573	27.6%
HIGH ISLAND A-573 P/F-B	HIA573BPLT	G02393	HIA573	27.6%
HIGH ISLAND A-582 P/F-C	HIA582PFC	G02719	HIA582	3.0%
HIGH ISLAND A-582 P/F-D	HIA582PFD	G02719	HIA582	2.6%
HIGH ISLAND A-595 P/F-CF	HIA595CFPT	G02721	HIA595	27.6%
HIGH ISLAND A-595 P/F-D	HIA595DPLT	G02721	HIA595	27.6%
HIGH ISLAND A-596 P/F-E	HIA596EPLT	G02722	HIA596	27.6%
MAIN PASS 077 P/F-A	MP077PFA	G04481	MP077	73.8%
SHIP SHOAL 149 P/F-C	SS149PFC	434	SS149	3.0%
SHIP SHOAL 169 P/F-BB	SS169PFBB	00820	SS169	33.3%
SHIP SHOAL 169 P/F-C	SS169PFC	00820	SS169	33.3%
SHIP SHOAL 169 P/F-G	SS169PFG	00820	SS169	33.3%
SHIP SHOAL 177 P/F-7	SS177PF7	00590	SS177	25.0%

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SHIP SHOAL 177 P/F-A	SS177PFA	00590	SS177	25.0%
SHIP SHOAL 189 P/F-A	SS189APLT	G04232	SS189	0.0%
SHIP SHOAL 189 P/F-A	SS189APLT	G04232	SS189	1.0%
SHIP SHOAL 189 P/F-A	SS189APLT	G04232	SS189	1.0%
SHIP SHOAL 189 P/F-C	SS189PFC	G04232	SS189	0.0%
SHIP SHOAL 204 P/F-A	SS204APLT	G01520	SS204	20.9%
SHIP SHOAL 204 P/F-A	SS204APLT	G01520	SS204	0.2%
SHIP SHOAL 204 P/F-A-GEN	SS204AGEN	G01520	SS204	20.9%
SHIP SHOAL 204 P/F-A-GEN	SS204AGEN	G01520	SS204	0.2%
SHIP SHOAL 204 P/F-A-PROD	SS204APRD	G01520	SS204	20.9%
SHIP SHOAL 204 P/F-A-PROD	SS204APRD	G01520	SS204	0.2%
SHIP SHOAL 206 P/F-E	SS206EPLT	G01522	SS206	40.0%
SHIP SHOAL 207 P/F-A-CMP	SS207ACOMP	G01523	SS207	47.3%
SHIP SHOAL 207 P/F-A-CMP	SS207ACOMP	G01523	SS207	0.3%
SHIP SHOAL 207 P/F-A-DRILL	SS207ADRL	G01523	SS207	47.3%
SHIP SHOAL 207 P/F-A-DRILL	SS207ADRL	G01523	SS207	0.3%
SHIP SHOAL 207 P/F-A-MANTIS	SS207PFAMA	G01523	SS207	47.3%
SHIP SHOAL 207 P/F-A-MANTIS	SS207PFAMA	G01523	SS207	0.3%
SHIP SHOAL 207 P/F-A-PROD	SS207APRD	G01523	SS207	47.3%
SHIP SHOAL 207 P/F-A-PROD	SS207APRD	G01523	SS207	0.3%
SHIP SHOAL 207 P/F-D	SS207DPLT	G01523	SS207	47.0%
SHIP SHOAL 207 P/F-D	SS207DPLT	G01523	SS207	0.3%
SHIP SHOAL 207 P/F-DWPF	SS207PFDWP	G01523	SS207	19.8%
SHIP SHOAL 214 P/F-4	SS214PF4	00828	SS214	35.5%
SHIP SHOAL 214 P/F-E	SS214PFE	00828	SS214	35.5%
SHIP SHOAL 214 P/F-F	SS214PFF	00828	SS214	35.5%
SHIP SHOAL 214 P/F-H	SS214PFH	00828	SS214	35.5%
SHIP SHOAL 214 P/F-K	SS214PFK	00828	SS214	35.5%
SHIP SHOAL 214 P/F-L	SS214PFL	00828	SS214	35.5%
SHIP SHOAL 216 P/F-C	SS216CPLT	G01524	SS216	5.2%
SHIP SHOAL 216 P/F-C	SS216CPLT	G01524	SS216	0.3%
SHIP SHOAL 233 P/F-A	SS233PFA	G15293	SS233	33.8%
SHIP SHOAL 233 P/F-B	SS233PFB	G01528	SS233	33.8%
SHIP SHOAL 238 P/F-A	SS238PFA	G03169	SS238	34.5%
SHIP SHOAL 238 P/F-B	SS238PFB	G03169	SS238	34.5%
SHIP SHOAL 246 P/F-A	SS246PFA	G01027	SS246	78.7%
SHIP SHOAL 246 P/F-E	SS246PFE	G01027	SS246	78.7%
SHIP SHOAL 246 P/F-J	SS246PFJ	G01027	SS246	100.0%
SHIP SHOAL 247 P/F-F	SS247PFF	G01028	SS247	87.0%
SHIP SHOAL 248 P/F-D	SS248PFD	G01029	SS248	83.3%
SHIP SHOAL 248 P/F-G	SS248PFG	G01029	SS248	83.3%
SHIP SHOAL 253 P/F-C	SS253PFC	G01031	SS253	100.0%
SHIP SHOAL 253 P/F-D	SS253PFD	G01031	SS253	100.0%
SHIP SHOAL 253 P/F-E	SS253PFE	G01031	SS253	100.0%
SHIP SHOAL 253 P/F-F	SS253PFF	G01031	SS253	100.0%
SHIP SHOAL 291 P/F-A	SS291PFA	G02923	SS291	100.0%

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
SHIP SHOAL 300 P/F-A	SS300PFA	G07760	SS300	24.3%
SHIP SHOAL 300 P/F-B	SS300PFB	G07760	SS300	21.8%
SHIP SHOAL 315 P/F-A	SS315PFA	G09631	SS315	25.0%
SOUTH MARSH IS 066 P/F-C	SM66CPLT	G01198	SM058	50.0%
SOUTH MARSH IS 066 P/F-D	SM66DPLT	G01198	SM066	50.0%
SOUTH MARSH IS 102 P/F-A	SM102PFA	G24872	SM102	100.0%
SOUTH MARSH IS 132 P/F-B	SM132BPLT	G02282	SM132	50.0%
SOUTH MARSH IS 137 P/F-A	SM137APLT	G02589	SM137	50.0%
SOUTH MARSH IS 142 P/F-A	SM142PFA	G01216	SM142	100.0%
SOUTH MARSH IS 142 P/F-C	SM142PFC	G01216	SM142	100.0%
SOUTH MARSH IS 146 P/F-B	SM146PFB	G09546	SM146	100.0%
SOUTH MARSH IS 147 P/F-A	SM147PFA	G06693	SM147	100.0%
SOUTH MARSH IS 268 P/F-A-DRL	SM268APLT	G02310	SM268	30.1%
SOUTH MARSH IS 268 P/F-A-DRL	SM268APLT	G02310	SM268	0.4%
SOUTH MARSH IS 268 P/F-A-PRD	SM268APRD	G02310	SM268	30.1%
SOUTH MARSH IS 268 P/F-A-PRD	SM268APRD	G02310	SM268	0.4%
SOUTH MARSH IS 268 P/F-D	SM268DPLT	G02310	SM268	30.1%
SOUTH MARSH IS 268 P/F-D	SM268DPLT	G02310	SM268	0.4%
SOUTH MARSH IS 269 P/F-B	SM269BPLT	G02311	SM269	26.8%
SOUTH MARSH IS 269 P/F-B	SM269BPLT	G02311	SM269	0.4%
SOUTH MARSH IS 269 P/F-F	SM269FCAS	G02311	SM269	11.9%
SOUTH MARSH IS 269 P/F-F	SM269FCAS	G02311	SM269	0.4%
SOUTH MARSH IS 280 P/F-G	SM280GPLT	G14456	SM280	0.0%
SOUTH MARSH IS 280 P/F-H	SM280HPLT	G14456	SM280	50.0%
SOUTH MARSH IS 280 P/F-I	SM280IPLT	G02600	SM280	41.2%
SOUTH MARSH IS 280 P/F-I	SM280IPLT	G02600	SM280	0.3%
SOUTH MARSH IS 281 P/F-C	SM281PFC	G02600	SM281	31.4%
SOUTH MARSH IS 281 P/F-C	SM281PFC	G02600	SM281	0.5%
SOUTH MARSH IS 281 P/F-E	SM281EPLT	G02600	SM281	31.4%
SOUTH MARSH IS 281 P/F-E	SM281EPLT	G02600	SM281	0.5%
SOUTH PASS 060 P/F-A	SP060PFA	G01608	SP060	100.0%
SOUTH PASS 060 P/F-B	SP060PFB	G01608	SP060	100.0%
SOUTH PASS 060 P/F-C	SP060PFC	G01608	SP060	100.0%
SOUTH PASS 060 P/F-D	SP60PFD	G01608	SP60P	100.0%
SOUTH PASS 060 P/F-E	SP060PFE	G01608	SP060	100.0%
SOUTH PASS 060 P/F-F	SP060PFF	G01608	SP060	100.0%
SOUTH PASS 060 P/F-G	SP60PFG	G01608	SP60P	100.0%
SOUTH PASS 067 P/F-A	SP067PFA	G01612	SP067	100.0%
SOUTH PELTO 013 P/F-7	PL013PF7	G03171	PL013	2.0%
SOUTH PELTO 013 P/F-9	PL013PF9	G03171	PL013	2.0%
SOUTH PELTO 013 P/F-A	PL013PFA	G03171	PL013	0.0%
SOUTH PELTO 013 P/F-B	PL013PFB	G03171	PL013	0.0%
SOUTH PELTO 013 P/F-S	PL013PFS	G03171	PL013	0.0%
SOUTH TIMBALIER 195 P/F-B	ST195PFB	G03593	ST195	100.0%
SOUTH TIMBALIER 316 P/F-A	ST316PFA	G22762	ST316	40.0%
VERMILION 196 P/F-A	VR196PFA	G19760	VR196	100.0%

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
VERMILION 261 P/F-A	VR261APLT	G03328	VR261	25.0%
VERMILION 261 P/F-A-AUX	VR261AAUX	G03328	VR261	25.0%
VERMILION 272 P/F-A	VR272PFA	G23829	VR272	100.0%
VERMILION 272 P/F-B	VR272PFB	G23829	VR272	100.0%
VERMILION 272 P/F-C	VR272PFC	G23829	VR272	100.0%
VERMILION 313 P/F-B	VR313PFB	G01172	VR313	100.0%
VERMILION 313 P/F-C	VR313PFC	G01172	VR313	100.0%
VERMILION 313 P/F-D	VR313PFD	G01172	VR313	100.0%
VERMILION 408 P/F-A	VR408PF	G15212	VR408	0.331868
VIOSCA KNOLL 826 NEPTUNE SPAR	VK826NEP	G15441	VK826	100.0%
WEST CAMERON 065 P/F-8	WC065CAIS8	G02825	WC065	0.0%
WEST CAMERON 065 P/F-9	WC065CAIS9	G02825	WC065	0.0%
WEST CAMERON 065 P/F-JA	WC65JAPLT	G02825	WC065	0.0%
WEST CAMERON 065 P/F-JA-AUX	WC65JAAUX	G02825	WC065	0.0%
WEST CAMERON 066 P/F-B	WC066PFB	G02826	WC066	17.1%
WEST CAMERON 066 P/F-E	WC066PFE	G02826	WC066	25.0%
WEST CAMERON 072 P/F-1	WC072PF1	G23735	WC072	75.0%
WEST CAMERON 072 P/F-2	WC072PF2	G23735	WC072	75.0%
WEST CAMERON 072 P/F-3	WC072PF3	G23735	WC072	75.0%
WEST CAMERON 171 P/F-A	WC171PFA	G01997	WC171	21.2%
WEST CAMERON 171 P/F-A-AUX1	WC171PFAA1	G01997	WC171	21.2%

Exhibit III-C(ii)

Name	State	County/Parish
BURRWOOD	Louisiana	Plaquemines
HAYES LUMBER	Louisiana	Jefferson Davis
HELIS 2	Louisiana	Iberia
MYETTE POINT	Louisiana	St. Mary

SEGMENTNUMBER	COMPANYNAME	ORGAREA	ORGBLOCK	ORGNAME	RECAAREA	RECBLOCK	RECNAME	SIZE	PRODUCT	STATUS	ROWNUMBER	FW Lease:
7912	Fieldwood Energy, LLC	EB	160	A	HI	A582	SSTI	12	GAS	Out of Service	G08528	G02647
7923	Fieldwood Energy, LLC	EB	165	A	HI	A 582	30 SSTI	12	GAS	Active	G08536	G06280
10301	Bandon Oil and Gas, LP	EC	332	A	EC	330	08 SSTI	6	OIL	Out of Service	G14699	G09478
44	Fieldwood Energy, LLC	EI	175	C	EI	176	12" SSTI	8	OIL	Out of Service	G13445	00438
1128	Fieldwood Energy, LLC	EI	330	flanged end	EI	306	14-inch SSTI	14	OIL	Out of Service	G02139A	G02115
7943	Fieldwood Energy, LLC	EI	342	C	EI	327	08 SSTI	4	OIL	Out of Service	G08541	G02319
18493	Fieldwood Energy, LLC	EI	342	C	EI	343	SSTI	6	GAS	Out of Service	G29108	G02319
19960	Fieldwood Energy LLC	EI	342	C	EI	342	Blind Flange	6	OIL	Out of Service	G29471	G02319
11923	Fieldwood Energy, LLC	EI	53	C	EI	64	22 SSTI	10	G/C	Out of Service	G20539	00479
9211	Fieldwood Energy, LLC	EI	53	B	EI	64	22 SSTI	6	G/C	Partial Abandon	G12373	00479
15298	Fieldwood Energy, LLC	GA	210	B	GA	239	12 SSTI	8	G/C	Active	G26931	G25524
16077	Fieldwood Energy, LLC	HI	130	#2	HI	165	8-inch SSTI	8	BLGH	Partial Abandon	G28284	G25579
15401	Fieldwood Energy, LLC	HI	A 341	B	HI	A 340	30" SSTI	812	G/C	Active	G26938	G25605
6669	Fieldwood Energy, LLC	HI	A 376	A	HI	A 356	12 SSTI	10	GAS	Out of Service	G05238	G02754
6669	Fieldwood Energy LLC	HI	A 376	Platform A	HI	A 356	12 SSTI W/PSN 10882	10	GAS	Out of Service	G05238	G02754
7684	Fieldwood Energy, LLC	HI	A 550	A	HI	A 568	20 SSTI	10	GAS	Out of Service	G08276	G04081
6340	Fieldwood Energy, LLC	HI	A 568	Subsea Valve	HI	A 539	20 SSTI	20	G/C	Out of Service	G04974	G04081
5470	Fieldwood Energy, LLC	HI	A356	Valve	HI	A343	HIOS	12	GAS	Out of Service	G04050	G02754
10882	Fieldwood Energy, LLC	HI	A356	10SST	HI	A356	12SSTI	12	GAS	Out of Service	G04051	G02754
6504	Fieldwood Energy, LLC	HI	A595	D	HI	573	B	8	OIL	Out of Service	G28525	G02721
14304	Fieldwood Energy, LLC	MP	101	SSTI Manifold	MP	102	Plat A	8	BLKG	Partial Abandon	G24687	G22792
15810	Fieldwood Energy Offshore LLC	MP	29	Well No. 1	MP	118	Platform A	6	BLKG	Out of Service	G28216	G27196
15818	Fieldwood Energy Offshore LLC	MP	77	A	MP	151	18"SSTI	8	GAS	Out of Service	G28221	G04481
4733	Fieldwood Energy Offshore LLC	SM	142	A	SM	127	24 SSTI	10	G/C	Out of Service	G03441	G01216
15106	Fieldwood Energy Offshore LLC	SM	146	B	SM	147	A	6	BLKG	Out of Service	G26837	G09546
15107	Fieldwood Energy, LLC	SM	146	B	SM	147	A	4	BLKG	Out of Service	G26838	G09546
15108	Fieldwood Energy, LLC	SM	147	A	SM	146	B	2	LIFT	Out of Service	G26839	G09546
19363	Fieldwood Energy Offshore LLC	SM	147	A	SM	130	12 SSTI	6	BLKO	Out of Service	G14093	G06693
19363	Fieldwood Energy Offshore LLC	SM	147	A	SM	130	12 SSTI	6	BLKO	Out of Service	G29316	G06693
10977	Fieldwood Energy, LLC	SM	268	A	SM	280	#03	3	BLKG	Out of Service	G28756	G14456
17499	Fieldwood Energy, LLC	SM	269	B	SM	268	A	10	GAS	Out of Service	G28484	G02311
13642	Fieldwood Energy, LLC	SM	280	H	SM	268	A	10	BLKG	Permitted for Abandonment	G28758	G14456
5427	Fieldwood Energy, LLC	SM	281	E	SM	268	A	12	SPLY	Out of Service	G02817	G02600
5429	Fieldwood Energy, LLC	SM	281	C	SM	281	12 SSTI	10	SPLY	Out of Service	G02817	G02600
6512	Fieldwood Energy, LLC	SM	281	C	SM	268	D	10	BLKO	Out of Service	G29131	G02600
10268	Fieldwood Energy SP LLC	SP	60	A	SP	6	F/S	10	OIL	Out of Service	G14679	G02137
20050	Fieldwood Energy, LLC	SS	168	SSTI	SS	168	SSTI	6		Proposed	G28788	00820
6748	Fieldwood Energy, LLC	SS	169	C Platform	SS	169	18-inch SSTI	6	OIL	Out of Service	G09322	00820
12778	Fieldwood Energy, LLC	SS	189	A	SS	185	26"SSTI	8	G/C	Out of Service	G22139	G04232
1138	Fieldwood Energy, LLC	SS	204	A	SS	207	A	6	G/O	Out of Service	G13491	G01520
1137	Fieldwood Energy, LLC	SS	207	A Platform	SS	204	A	4	GAS	Out of Service	G13489	G01523
1147	Fieldwood Energy, LLC	SS	207	A	SS	208	F-Pump	12	OIL	Out of Service	G13492	G01523
17775	Fieldwood Energy, LLC	SS	253	C	SS	208	F-Pump	4	OIL	Out of Service	G01691C	G01031
18094	Bandon Oil and Gas, LP	ST	195	B	ST	196	SSTI	6	G/C	Permitted for Abandonment Approved	G29005	G03593
11107	Bandon Oil and Gas, LP	ST	196	06-inch SSTI	SS	208	F	6	OIL	Permitted for Abandonment Approved	G05120	G03593
13720	Fieldwood Energy, LLC	VK	340	8"SSTI	VK	251	A	8	BLGH	Active	G28221	G04481
13193	Bandon Oil and Gas, LP	VR	196	A	VR	206	12 SSTI	8	G/C	Out of Service	G22418	G19760
18591	Fieldwood Energy, LLC	VR	196	A	VR	215	A	4	BLKO	Out of Service	G29137	G19760
18588	Fieldwood Energy, LLC	VR	215	A	VR	196	A	4	GAS	Active	G29136	G19760
17090	Fieldwood Energy, LLC	VR	261	A	VR	265	A	8	BLKO	Out of Service	G28347	G03328
14609	Fieldwood Energy, LLC	VR	272	"A"	VR	250	8" SSTI	4	OIL	Out of Service	G25384	G23829
14277	Fieldwood Energy, LLC	VR	272	A	SM	116	20" SSTI	10	G/C	Out of Service	G25288	G23829
5440	Fieldwood Energy Offshore LLC	VR	313	B	VR	313	20 SSTI	10	GAS	Out of Service	G04044	G01172
15136	Fieldwood Energy, LLC	VR	313	B	VR	313	6" SSTI	6	OIL	Out of Service	G03879	G01172
4289	Fieldwood Energy Offshore LLC	WC	485	A	WC	509	GP	12	GAS	Out of Service	G02122E	G02220
14251	Fieldwood Energy Offshore LLC	WC	72	#1	WC	65	JA	4	BLKG	Out of Service	G25275	G23735
16088	Fieldwood Energy, LLC	WD	122	A	WD	105	E	6	GAS	Out of Service	G28289	G13645
16089	Fieldwood Energy, LLC	WD	122	A	WD	105	E	3	OIL	Out of Service	G28290	G13645
15960	Fieldwood Energy, LLC	WD	90	A	WD	73	SSTI	4	OIL	Out of Service	G28260	G01089

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets
EI	63	A	21515	G30244	00425	Fieldwood Energy Offshore LLC	12/02/13	EI 63 002,003, EI 62 and 005, 006, 008, 009, 010 and 011
EI	63	B	21515	G30244	00425	Fieldwood Energy Offshore LLC	12/02/13	Production from EI 63 A
EI	63	C-QTR	21515	G30244	00425	Fieldwood Energy Offshore LLC	12/02/13	Production from EI 63 A
SM	146	B	1663	G30248	G09546	Fieldwood Energy Offshore LLC	08/21/13	SM 139 B001 & B002
SM	147	A	23389	G30200	G06693	Fieldwood Energy Offshore LLC	09/12/13	SM 139 B001, B002 & B002D
WD	86	A	22593	G30173	G04243	Fieldwood Energy Offshore LLC	06/20/13	WD 86 B001, B002 & B005
VK	826	A-Neptune Spar	24235	G30353	G15441	Fieldwood Energy LLC	07/03/18	VK 917 SS001 & VK 962 SS001

Call Signs:
WQBQ549
WQRK423

Contract Type	Contract Date	Contract Title	Contract Description
Land	8/29/1956	Operating Agreement	Operating Agreement eff. 8-29-1956
Land	12/4/1958	Operating Agreement	Operating Agreement eff. 12-4-58
Land	7/25/1960	Operating Agreement	Operating Agreement, dated effective July 25, 1960, as amended, between Second Mobil Oil Company, Inc., Gulf Oil 'Corporation, and Humble Oil & Refining Company, as amended, SS 169 Field.
Land	3/1/1961	Operating Agreement	SS 214 Operating Agreement eff. 3-1-61
Land	3/13/1962	Operating Agreement	Operating Agreement dated 3/13/62 between The Pure Oil Company and The Ohio Oil Company
Land	7/3/1962	Operating Agreement	Operating Agreement eff 7-3-62 as amended
Land	1/12/1965	Joint Operating Agreement	Main Agreement, dated effective January 12, 1965, between Cities Service Oil Company, Skelly Oil Company, Sunray DX Oil Company and Tidewater Oil Company, governing operations on the contract area. The Operating Agreement contained in Exhibit "C" of the Main Agreement was superseded by the Joint Operating Agreement eff. 1/1/97
Land	1/21/1966	Unit Agreement No. 14-08-001-8784	Unit No. 891008784 - SS 271
Land	2/26/1966	Offshore Operating Agreement	Operating Agreement by and between Hardy Oil & Gas USA Inc., As Operator and British-Borneo Exploration, Inc. and Zilkha Energy Company, As Non-Operators
Land	6/10/1966	Unit Operating Agreement Ship Shoal	SS 271 Unit Operating Agreement (Unit#891008784) As Amended, originally by and between Forest Oil Corp. as Operator, and Texas Gas Exploration Corp. et al as Non-Operators
Land	12/23/1966	Joint Operating Agreement	Operating Agreement by and between American Petrofina Exploration Company (Operator), Chambers & Kennedy, COperating Agreementstal Production Company, Waymon G. Peavy, Harbert Construction Company, Jenney Manufacturing Company, Kirby Petroleum Co., HC Price Co., States Marine Lines, Inc., Pan American Petroleum Corporation
Land	1/1/1971	Joint Operating Agreement	PENNZOIL OFFSHORE GAS OPERATORS, INC., MESA PETROLEUM CO., ET AL.
Land	2/1/1971	Joint Operating Agreement	Operating Agreement, dated February 1, 1971, between Tenneco Oil Company and Texaco Inc. Amendment to Operating Agreement, dated effective May 1, 1974, between Tenneco Oil Company, Texaco Inc. and Tenneco Exploration 11, Ltd., whereby Tenneco Exploration II became a party to, and ratified, the operating agreement.
Land	8/1/1973	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN MOBIL OIL CORPORATION AND UNION OIL COMPANY OF CALIFORNIA ET AL
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement 8/1/1973
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8-1-73
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8-1-73
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	7/1/1974	Joint Operating Agreement	Operating Agreement originally by and between Mobil Oil Corporation, Union Oil Company of California and Amoco Production Company, as amended
Land	7/1/1974	Joint Operating Agreement	Operating Agreement originally by and between Mobil Oil Corporation, Union Oil Company of California and Amoco Production Company, as amended
Land	7/1/1974	Joint Operating Agreement	Operating Agreement originally by and between Mobil Oil Corporation, Union Oil Company of California and Amoco Production Company, as amended
Land	7/1/1974	Joint Operating Agreement	Operating Agreement originally by and between Mobil Oil Corporation, Union Oil Company of California and Amoco Production Company, as amended
Land	9/3/1974	FO	Farmout Agreement by and between CNG Producing Company, Columbia Gas Development Corporation and Forest Oil Corporation
Land	7/1/1975	Joint Operating Agreement	Operating Agreement eff. 7/1/75 by and between Mesa Petroleum as Operator and American Natural Gas Production Co, et al
Land	9/1/1975	Joint Operating Agreement	First Amendment to Operating. Agreements, dated effective September 1, 1975, between Mobil Oil Corporation, Amoco Production Company, and 'Union Oil Company of California.
Land	3/17/1976	Joint Operating Agreement	Unit Operating Agreement 3/17/76 between Forest Oil Corp and Columbia Gas Development Corp, etal
Land	4/1/1976	Joint Operating Agreement	Operating Agreement eff. 4-1-76 as amended
Land	4/1/1977	Unit Operating Agreement	UNIT OPERATING AGREEMENT BY AND BETWEEN DEVON ENERGY PRODUCTION , APACHE CORPORATION, ET AL.
Land	4/1/1977	Unit Agreement No. 14-08-0001-16943	Unit Agreement, JD Sand, Reservoir A, Eugene Island Block 330 Field (Unit Number 891016943), dated effective April 1, 1977, naming Pennzoil Oil & Gas, Inc., as Operator, and Texaco Inc. and Shell Oil Company, as sub-operators
Land	8/1/1977	Joint Operating Agreement	Operating Agreement eff. 8-1-77 b/b Transco et al
Land	5/2/1978	FO	FARMOUT AGREEMENT EFFECTIVE MAY 2, 1978, BY AND BETWEEN ENSERCH, FARMOR, AND ANADARKO, FARMEE.
Land	8/17/1978	Ownership Agreement "F" Platform	Platform Ownership Agreement by and between CNG Producing Company, Columbia Gas Development Corporation, Texas Gas Exploration Corporation, Pelto Oil Company, Ocean Production Company, Ocean Oil and Gas Company
Land	9/15/1978	Joint Operating Agreement	Amendment of Operating Agreement, dated September 15, 1978, between Amoco Production Company, Mobil Oil Corporation, and 'Union Oil Company of California.
Land	11/13/1978	Joint Operating Agreement	Second Amendment to Operating Agreements, dated effective; November 13, 1978, between Mobil Oil Corporation, Amoco Production Company, and Union Oil Company of California
Land	11/13/1978	Joint Operating Agreement	Fourth Amendment to Operating Agreements, dated effective; November 13, 1978, between Mobil Oil Corporation, Amoco Production Company, and Union Oil Company of California
Land	11/17/1978	FO	Farmout Agreement dated November 17, 1978 between Gulf Oil Corporation and Shell Oil Company covering the Northeast Quarter (NE/4) of that certain Oil and Gas Lease dated July 1, 1967 bearing Serial No. OCS-G 1609, South Pass Area Block 61.

Land	5/2/1979	Proposed Installation and Operating Agreement of Ship Shoal Area Block 246 Field ("A" Platform)	Installation and Operating Agreement by and between CNG Producing Company, Consolidated Gas Supply Corporation
Land	9/15/1979	Joint Operating Agreement	OPERATING AGREEMENT EFFECTIVE SEPTEMBER 15, 1979, BY AND BETWEEN ANADARKO PRODUCTION CO, AS OPERATOR, AND PAN EASTERN EXPLORATION COMPANY, DIAMOND SHAMROCK CORPORATION, COLUMBIA GAS DEVELOPMENT CORPORATION, TEXASGULF, INC, AND SAMEDAN OIL CORPORATION, NON-OPERATORS.
Land	12/1/1979	OFFSHORE OPERATING AGREEMENT	OFFSHORE OPERATING AGREEMENT b/b SHELL OIL COMPANY and FLORIDA EXPLORATION COMPANY, ET AL
Land	1/1/1980	Joint Operating Agreement	Third Amendment to Operating Agreements, dated effective January 1, 1980, between Mobil Oil Corporation, Amoco Production Company, and Union Oil Company of California.
Land	4/1/1981	Unit Operating Agreement	Unit Operating Agreement; dated April 1, 1981, by and between Conoco Inc., Atlantic Richfield Company, Getty Oil Company, Cities Service Company, Placid Oil Company, Hamilton Brother Oil Company, Mobil Oil Exploration and Producing S.E., Inc., Gulf Oil Corporation, Hunt Oil Company, Highland Resources, Inc., Hunt Industries and Prosper Energy Corporation, comprising all working interest owners in the Ship Shoal Operating Agreement Blocks 206, 207, OCS-G:523:ahd OCS-G 1523, respectively.
Land	4/22/1980	Joint Operating Agreement	Amendment to Operating Agreement, dated April 22, 1980, between Union Oil Company, of California and Amoco Production Company.
Land	9/1/1981	Joint Operating Agreement	Offshore Operating Agreement (MP 108+) 9/1/1981
Land	4/28/1982	Letter Agreement	Letter Agreement dated April 28, 1982 between Gulf Oil Corporation and Shell Oil Company evidencing an agreement for Gulf Oil Company to install a Drilling Platform in the Northeast Quarter (NE/4) South Pass Area Block 61.
Land	1/1/1983	ORRI	Conveyance of Overriding Royalty Interests, dated effective January 1, 1983, creating the Tel Offshore Trust, and granting an overriding royalty interest, equivalent to 25% net profits interest, in all of Tenneco Exploration, Ltd.'s oil and gas properties
Land	8/4/1983	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement effective August 4, 1984 BY AND BETWEEN APACHE CORPORATION AND SHELL OFFSHORE CONTIGUOUS BLOCK TO SHELL VENTURE PROPERTY THAT MAY TRIGGER AMI RESPONSIBILITY REGARDING FUTURE PURCHASE OR BID OF TRACTS COVERING GEOLOGIC STRUCTURE COMMON TO EXISTING SHELL VENTURE PROPERTY
Land	4/13/1984	Unit Operating Agreement	WD 27 28 Unit Operating Agreement Tenneco OP & Samedan et al as amended
Land	6/3/1985	Consent to Assign	Consent to Assignment of Interest, dated June 3, 1985, between Tenneco Exploration, Ltd. and Texaco Inc., as Grantors of Consent, and Huffco Petroleum, as Assignor, and L. S. Holding Company, AE Investments, Inc., Colton Gulf Cooperating Agreementst, Inc., and Huffco 1982 Exploration Limited Partnership, as Assignees, assigning all of Huffco Petroleum's record title interest to the Assignees.
Land	3/3/1986	OA	Offshore Operating Agreement (All of Block 300 - A Wells) 3/3/1986
Land	5/1/1986	Assignment	Assignment, dated effective May 1, 1986, whereby Tenneco Exploration, Ltd. transferred all of its interests in Block 342, Eugene Island Area, Official Leasing Map No. 4A, to Plumb Offshore, Inc., subject to the reservation of an overriding royalty interest.
Land	7/1/1986	Joint Operating Agreement	Amendment to Operating Agreement, dated effective July 1, 1986,, between Amoco Production Company; Union Oil Company of California, and Mobil Producing Texas & New Mexico, Inc.
Land	10/20/1986	UA	Unit Agreement 10/20/86 between Chevron USA Inc., Union Exploraiton partners, LTD, and Pennzoil Producing Company
Land	10/31/1986	Assignment	Assignment of Interest, dated effective October 31, 1986, whereby Tenneco Exploration, Ltd. transferred all of its interests in Block 342, Eugene Island Area, Official Leasing Map No. 4A, to Tenneco Oil Company.
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OA	Operating Agreement 1/1/89
Land	5/2/1989	Letter Agreement	Letter Agreement, dated May 2, 1989, between Southern Natural Gas Company and Chevron U.S.A. Inc., concerning the "Construction, Installation, Operation and Maintenance of Measurement and Pipeline Facilities " for receipt points at various locations on the OCS, including Main Pass 77 'A' platform (as amended). Consent Sec. 10.
Land	9/10/1990	FO	Farmout Agreement (Forest - SS 291/300) 9/10/1990
Land	9/15/1990	OA	Offshore Operating Agreement (NW/4 NW/4 Blk 300 - B Wells) 9/15/1990
Land	10/1/1990	Joint Operating Agreement	RATIFICATION AND AMENDMENT NUMBER 1 TO JOINT OPERATING AGREEMENT DATED OCTOBER 1, 1990, BY AND BETWEEN CONOCO INC. AND TEXAS PRODUCING INC.
Land	10/1/1990	UOA	UA and Unit Operating Agreement dated 10/1/90 between Marathon Oil Co and Phillips Petroleum et al
Land	1/1/1991	PA	Offshore Participation Agreement, dated effective January 1, 1991, between Unocal Exploration Corporation, The Northwestern Mutual Life Insurance Company, and Hardy Oil & Gas USA Inc., BA A105.
Land	5/1/1991	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN TEXACO EXPLORATION AND PRODUCTION INC., MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST ET AL
Land	10/1/1991	FO	FO and Operating Agreement dated 10/1/91 between Torch Energy Advisors Inc et al and Hall-Hosuton Oil Company
Land	4/1/1992	Unit Agreement	Unit Agreement for Outer Continental Shelf Exploration, Development and. Production Operations on the South Pass Block 60 Unit (Blocks 6,17, 59, 60, 66 and 67) South Pass Area, Offshore Louisiana Outer Continental Shelf, Contract No. 754394018, as amended
Land	4/1/1992	Unit Agreement	Amendment to Unit Agreement. For Outer Continental Shelf Exploration, Development and Production Operations on the South Pass Block 60 Unit (Blocks 6,17, 59, 60, 66 and 67) South Pass Area, Offshore Louisiana Outer Continental Shelf (Contract No. 754394018) to expand the Unit Agreement to include the NE/4 of the NW/4 of Block 61, OCS-G 1609, South. Pass Area.
Land	5/2/1992	ABOS	Agreement and Bill of Sale, dated effective May 2, 1992, between Union Oil Company of California, as Seller, and The Northwestern Mutual Life Insurance Company and Hardy Oil & Gas USA Inc., as Buyers, selling 43.75% interest in the BA A-105 "A" Platform, equipment and pipeline, to NW Mutual 31.25%, and Hardy 12.50%.
Land	5/15/1992	Unit Agreement	EC 331/332 Unit Agreement

Land	6/25/1992	Letter Agreement	Letter Agreement, dated June 25, 1992, between Chevron U.S.A. Inc. ("Chevron") and Southern Natural Gas Company ("Southern"), concerning the "Interconnection of Pneumatic Chart Recorders Permit - Various Meter Stations, Offshore Louisiana", whereby Chevron obtained consent from Southern for Chevron to connect, operate and maintain pneumatic chart recorders on various of Southern's existing meter stations, offshore, Louisiana (including Main Pass Area Block 77 "A" platform).
Land	7/1/1992	FO	Farmout Agreement 7/1/1992
Land	7/1/1992	OA	Offshore Operating Agreement 7/1/1992
Land	1/1/1993	OA	Operating Agreement 1/1/1993
Land	2/15/1993	Letter Agreement	Letter Agreement, dated effective February 15, 1993, between Chevron U.S.A. Inc. ("Chevron") and Southern Natural Gas Company ("Southern"), concerning the "Interconnection of Pneumatic Chart Recorders Permit - Various Meter Stations, Offshore Louisiana", whereby Chevron and Southern agree to amend and replace Exhibit "A" to that certain Letter Agreement, dated June 25, 1992 (described hereinabove).
Land	4/2/1993	ABOS	Bill of Sale, dated April 2, 1993, from Southern Natural Gas Company ("Southern") to Chevron U.S.A. Inc. ("Purchaser"), whereby Southern sells to Purchaser certain Barton chart recorders and appurtenant equipment located at various on various of Southern's existing meter stations, offshore, Louisiana (including Main Pass Area Block 77 "A" platform).
Land	6/15/1993	GC 244 Unit Agreement	Unit Agreement for Outer Continental Shelf Exploration, Development, and Production Operations on the Green Canyon Block 244 Unit (Contract No. 754393016) dated effective June 15, 1993, covering OCS-G 11043 (Green Canyon Block 244), OCS-G 12209 (Green Canyon Block 200), and OCS-G 12210 (Green Canyon Block 201).
Land	6/15/1993	Unit Operating Agreement	Unit Operating Agreement dated effective June 15, 1993 between Shell Offshore Inc and Marathon Oil Company, as successors in interest.
Land	8/16/1993	Joint Operating Agreement	Amendment to Operating Agreement, dated August 16, 1993, between Express Acquisition Company and Torch Energy Advisors Inc.
Land	12/30/1993	OA	WD 90, WD 103 Operating Agreements 12-30-1993
Land	1/1/1994	Co-Development Agreement and Amendment to Unit Operating Agreement	Co-Development Agreement and Amendment to Unit Operating Agreement originally by and between CNG Producing Company & Columbia Gas Development Corp., et al
Land	2/10/1994	JDA	JOINT DEVELOPMENT AGREEMENT DATED FEBRUARY 10, 1994, BY AND BETWEEN PENNZOIL EXPLORATION AND PRODUCTION COMPANY, SONAT EXPLORATION COMPANY AND UNION OIL COMPANY OF CALIFORNIA - TERMINATED BY LETTER AGREEMENT DATED MARCH 10, 1999.
Land	5/12/1994	Letter Agreement	Letter Agreement by and between CNG Producing Company and Columbia Gas Development Corporation
Land	6/1/1994	Joint Operating Agreement	OPERATING AGREEMENT DATED JUNE 1, 1994, BY AND BETWEEN NORCEN EXPLORER, INC, OPERATOR, AND DALEN RESOURCES OIL & GAS CO.
Land	7/1/1994	OA	Operating Agreement 7/1/1974
Land	7/7/1994	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN POGO PRODUCING COMPANY AND COCKRELL OIL AND GAS, L.P., ET AL
Land	7/15/1994	Letter Agreement	LETTER AGREEMENT DATED JULY 15, 1994 BY AND BETWEEN STONE ENERGY CORPORATION AND DAVID U. MELOY.
Land	10/19/1994	JDA	Joint Venture Development Agreement, dated October 19, 1994, between Norcen Explorer, Inc. and Texaco Exploration and Production, Inc. forming a working-interest unit comprising portions of Ship Sh Operating Agreement Block 206 and OCS-G 1523, Ship Sh Operating Agreement Block 207;
Land	11/16/1994	JDA	Joint Venture Development Agreement, dated November 16, 1994, between Norcen Explorer, Inc., Texaco Exploration and Production, Inc., Industries, The George R. Brown Partnership, JOC Venture, Lamar Hunt Trust Estate, Mobil Oil Exploration So Producing Southeast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship Sh Operating Agreement Area.
Land	11/30/1994	JDA	Amendment to Joint Venture Development Agreement, dated November 30, 1994, between Norcen Explorer, Inc., Texaco Exploration, and Production; Inc., Hunt Industries, The George R. Brown Partnership, JOC Venture, Lamar Hunt Trust Estate, Mobil Oil Exploration & Producing Southeast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship Sh Operating Agreement Area.
Land	3/28/1995	Letter Agreement	LETTER AGREEMENT DATED MARCH 28, 1995, BY AND BETWEEN STONE ENERGY CORPORATION AND DAVID U. MELOY, ET AL.
Land	4/6/1995	JDA	Amendment to Joint Venture Development Agreement, dated April 6, 1995, between Norcen Explorer, Inc., Texaco Exploration and Production; Inc., Hunt Industries, The George R. Brown Partnership, JOC Venture, Lamar Hunt Trust Estate, Mobil Oil Exploration So Producing Southeast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship Sh Operating Agreement Area.
Land	5/1/1995	Joint Operating Agreement	AMENDMENT TO OPERATING AGREEMENT DATED MAY 1, 1995, BY AND BETWEEN CONOCO INC. AND VASTAR RESOURCES, INC., ET AL.
Land	8/16/1995	Letter Agreement	Letter Agreement by and between Columbia Gas Development and CNG Producing Company
Land	10/1/1995	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN AMERADA HESS CORPORATION AND VASTAR RESOURCES INC.
Land	12/14/1995	LOI	REVISED LETTER OF INTENT (FARMOUT) DATED DECEMBER 14, 1995, BY AND BETWEEN ENSERCH EXPLORATION, INC, AND PETROBRAS AMERICA, INC.
Land	3/7/1996	Conditional Letter of Acceptance to Exploration Agreement	Letter Agreement by and between Hardy Oil & Gas USA, Inc., British-Borneo Exploration by Hardy Oil & Gas USA, inc., British Borneo Exploration, Inc. and Zilkha Energy Company
Land	4/17/1996	Plan of Development	Plan of Development by and between Shell Offshore Inc, BP Exploration and Oil, Inc and marathon oil company dated effective 17 Apr 1996.
Land	8/26/1996	PSA	Purchase and Sale Agreement, dated August 26, 1996, between Amoco Production Company and Union Oil Company of California, EB 158/EB 159.
Land	9/1/1996	OA	Offshore Operating Agreement 9/1/1996

Land	9/3/1996	OA	Operating Agreement (depths below 9000' on VR 392 & VR 408; and all depths VR 407) 9/3/1996
Land	1/1/1997	OA	Operating Agreement eff. 1-1-97
Land	5/1/1997	Joint Operating Agreement	Amendment to Operating Agreement, dated effective May 1, 1997, between GOM Shelf, LLC, and ChevronTexaco and Kerr-McGee Oil & Gas Corporation, amending Exhibit "A" to reflect a new division of interest.
Land	8/1/1997	UOA	EC 331/332 Unit Operating Agreement
Land	3/13/1998	Joint Operating Agreement	AMENDMENT TO OPERATING AGREEMENT DATED MARCH 13, 1998, BY AND BETWEEN TEXACO EXPLORATION AND PRODUCTION INC. AND VASTAR RESOURCES, INC.
Land	4/1/1998	JVA	JOINT VENTURE AGREEMENT - SPECTER PROSPECT DATED APRIL 1, 1998 BY AND BETWEEN SHELL OFFSHORE, INC. AND ELF EXPLORATION INC. ET AL., as amended.
Land	4/1/1998	Joint Operating Agreement	OFFSHORE OPERATING AGREEMENT DATED APRIL 1, 1998, BY AND BETWEEN SHELL OFFSHORE INC. AND SNYDER OIL CORPORATION, ET AL.
Land	4/6/1998	Letter Agreement	LETTER (ELF OFFERS NIPPON PART OF THE COoperating AgreementSTAL INTEREST) DATED APRIL 6, 1998, BY AND BETWEEN ELF EXPLORATION INC. AND NIPPON OIL EXPLORATION U.S.A. LIMITED
Land	4/6/1998	JVA	AMENDMENT TO JOINT VENTURE AGREEMENT- ELF ASSUMES COoperating AgreementSTAL POSITION DATED APRIL 6, 1998 ELF EXPLORATION INC. AND COoperating AgreementSTAL O&G CORPORATION.
Land	4/10/1998	FO	FARMOUT AGREEMENT DATED APRIL 10, 1998, BY AND BETWEEN COoperating AgreementSTAL O&G CORPORATION AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
Land	4/13/1998	Letter Agreement	LETTER- NIPPON TAKES ITS SHARE OF COoperating AgreementSTAL F/O & SHARE OF ELF'S INTEREST DATED APRIL 13, 1998, BY AND BETWEEN ELF EXPLORATION INC., COoperating AgreementSTAL O&G CORPORATION AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
Land	11/5/1998	JVA	ADDENDUM TO JOINT VENTURE AGREEMENT DATED NOVEMBER 5, 1998, BY AND BETWEEN SHELL OFFSHORE INC. AND NIPPON OIL EXPLORATION U.S.A. LIMITED, ET AL.
Land	2/9/1999	Joint Operating Agreement	Offshore Operating Agreement, dated February 9, 1999, between Ocean Energy, Inc. and Shell Offshore Inc., covering Vermilion 195, 196 and 207, as amended December 23, 1999 by that certain Letter Agreement regarding the sale of properties to McMoran Oil & Gas LLC, and further amended August 22, 2000, December 31, 2001 and September 15, 2010.
Land	12/1/1999	Assignment	Assignment of Record Title Leasehold Interest dated effective December 1, 1999 between Shell Offshore Inc., as Assignor, and McMoRan Oil & Gas LLC, as Assignee, covering OCS-G 19760, Vermilion Block 196
Land	11/1/1980	Joint Operating Agreement	Operating Agreement, Main Pass Area, Blocks 77 and 78, Gulf of Mexico, dated effective November 1, 1980, between Gulf Oil Corporation, Texoma Production Company, The Anschutz Corporation, NICOR Exploration Company, and The Superior Oil Company, covering the federal Oil and Gas Lease OCS-G 4481, Blocks 77 and 78 Main Pass Area, Offshore Louisiana, a true copy of the original is recorded in C.O.B. 592, Folio 658, Plaquemines Parish, Louisiana.
Land	12/15/1999	Letter Agreement	Letter Agreement, dated December 15, 1999, between Apache Corporation, Chevron U.S.A. Production Company, Kelley Oil Corporation, Key Production Company, Mobil Exploration & Producing U.S. Inc. and Sabco Oil and Gas Corporation, regarding the OCS-G 4481 #A-23 Well, Main Pass Block 77, Main Pass Block 151 Field, Offshore. LA. Note: only have Key's executed cop
Land	1/31/2000	FO	Farmout Letter Agreement 1/31/2000
Land	8/4/2000	FO	Farmout Agreement 8/4/2000
Land	1/1/2001	Joint Operating Agreement	Fifth Amendment to Operating Agreements, dated effective January 1, 2001, between Union Oil Company of California and Vastar Offshore, Inc.
Land	1/15/2001	Joint Operating Agreement	Amendment to Operating Agreement, dated January 15, 2001, between Union Oil Company, Amoco Production Company, and Vastar Offshore, Inc.
Land	11/17/2000	PA	Participation Agreement and Operating Agreement 11-17-00 b/b Samedan and Stone
Land	3/1/2001	JDA	Joint Development Agreement with Operating Agreement, dated March 1, 2001, between Union Oil Company of California, Vastar Offshore, Inc. and Panaco, Inc., parts of EB 161 and 205.
Land	6/1/2001	OA	Offshore Operating Agreement 6/1/2001
Land	6/15/2001	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN TEXACO EXPLORATION AND RWE PETROLEUM COMPANY ET AL
Land	6/15/2001	JDA	JOINT DEVELOPMENT AGREEMENT EFFECTIVE JUNE 15, 2001, BY AND BETWEEN RME PETROLEUM COMPANY AND W&T OFFSHORE, INC, "SM280 OWNERS" AND RME ET AL "SM 281 OWNERS" AND THAT CERTAIN JOINT OPERATING AGREEMENT ATTACHED THERETO AS EXHIBIT "B".
Land	9/17/2001	Joint Operating Agreement	Joint Operating Agreement attached to and made part of that certain Farmout Agreement dated September 17, 2001 by and between Amoco Production Company (Samedan Oil Corporation was successor-in-interest to Amoco Production Company and subsequently merged with Noble Energy, Inc.; Fieldwood is successor-in-interest to Noble Energy, Inc.) and Mariner Energy, Inc.
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1, 2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 66
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1, 2001, between Union Oil Company of California and Forest Oil Corporation, covering OCS-G 2282, South Marsh Island Block 132.
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1, 2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 135
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1, 2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 136
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1, 2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 137
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1, 2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 150
Land	11/1/2001	Joint Operating Agreement	Operating Agreement by and between Dominion Exploration & Production, Inc., as Operator, and Avira Energy Corporation
Land	11/1/2001	PA	Participation Agreement by and between Dominion Exploration & Production, Inc. and Avira Energy Corporation
Land	3/15/2002	Bidding Agreement	BIDDING AGREEMENT BY AND BETWEEN DAVIS OFFSHORE, L.P. AND LLOG EXPLORATION OFFSHORE, INC.
Land	8/23/2002	Joint Operating Agreement	Joint Operating Agreement by and between Dominion Exploration & Production, Inc., as Operator, and Spinnaker Exploration Company, L.L.C., as Non-Operator

Land	8/30/2002	OA	SP 42 43 Operating Agreement LLOG and Pure et al
Land	9/1/2002	Operating Agreement	Operating Agreement by and between Union Oil and Northstar Gulfsands
Land	12/12/2002	PA	PARTICIPATION AGREEMENT BY AND BETWEEN LLOG EXPLORATION OFFSHORE, INC. AND DAVIS OFFSHORE, L.P.
Land	12/12/2002	MOA	MEMORANDUM OF OPERATING AGREEMENT LLOG EXPLORATION OFFSHORE, INC. AND DAVIS OFFSHORE, L.P.
Land	12/12/2002	Joint Operating Agreement	Joint Operating Agreement by and between Llog Exploraiton Offshore, Inc and Davis Offshore L.P. dated 12 Dec 02
Land	3/24/2003	FO	FARMOUT AGREEMENT BY AND BETWEEN NOBLE / KERR-MCGEE FARMOUT (MP 109) 3/24/2003
Land	3/31/2003	Letter Agreement	Letter Agreement, dated March 31, 2003, between Chevron U.S.A. Inc., Sabco Oil and Gas Corporation, Apache Corporation, ExxonMobil Production Company, Key Production Company and Contour Energy Company regarding Second Opportunity to Participate - Election to Acquire*Non-Participating Interest, in the MP77 OCS-G 4481 A-6 TTPG, Project No. UWGHP-R3011, Cost Center UCP170500, Main Pass Block 77. Key Production Company election.
Land	5/1/2003	Joint Operating Agreement	Offshore Operating Agreement dated May 1, 2003 between Magnum Hunter Production, Inc, and Westport Resources Corporation et al
Land	9/25/2003	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement by and between Apache Corporation and Chevron USA
Land	1/1/2004	FO	FARMOUT AGREEMENT DATED JANUARY 21, 2004, BY AND BETWEEN CHEVRON USA INC. AND BP AMERICA PRODUCTION COMPANY.
Land	1/1/2004	Assignments	Assignment from BP Exploration and Production to Noble Energy Inc dated effective 1 Jan 04 (Relevant PSA was excluded from NBL - FW Deal)
Land	2/1/2004	OA	VR 272 Operating Agreement eff/ 2-1-04 LLOG and ST Mary
Land	3/18/2004	PSA	PSA dated 3-18-04 but eff. 9-1-2003 b/b Noble Energy, Inc. and Northstar Gulfsands, LLC
Land	3/25/2004	JVA	Amendment to Joint Venture Development Agreement, dated. March 25, 2004 between Anadarko E & T P Company LP: Chevron U.S.A. Inc.; Hunt Oil Company, Hunt Petroleum, the George, R. Brown Partnership LP, Offshore Investment , Cov and the Lamar Hunt Trust Estate,, whereby the Unit 'was expanded
Land	4/1/2004	Joint Operating Agreement	AMENDMENT OF JOINT OPERATING AGREEMENT DATED APRIL 1, 2004, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	4/1/2004	OA	Operating Agreement dated 4/1/04 between Newfield Exploration Co and Hunt Petroleum (AEC) Inc
Land	4/2/2004	Divestiture	ASSET SALE AGREEMENT DATED APRIL 2, 2004, BY AND BETWEEN CHEVRON USA INC. AND STONE ENERGY CORPORATION.
Land	4/19/2004	FO	Farmout Agreement by and between Newfield Exploration Company and Westport Resources Company, as Owners of WC 73, and Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC as Owners of WC 72
Land	5/26/2004	Production Handling Agreement	Production Handling Agreement by and between Shell Offshore Inc, LLOG Exploration Offshore, Inc and Davis Offshore L.P. dated 26 May 2004 and as amended by (a) 1st Amendment dated 27 Jun 2005 (b) 2nd Amendment dated 6 Feb 2006 © 3rd Amendment dated 30 Jan 2008
Land	6/29/2004	Letter Agreement	LETTER AGREEMENT DATED JUNE 29, 2004, BY AND BETWEEN STONE ENERGY CORPORATION AND BP AMERICA PRODUCTION COMPANY.
Land	8/1/2004	OA	Operating Agreement 8/1/04
Land	8/11/2004	Notice	NOTICE OF ASSIGNMENT DATED AUGUST 11, 2004, BY AND BETWEEN CHEVRON USA INC. AND STONE ENERGY CORPORATION.
Land	8/24/2004	Letter Agreement	Letter Agreement dated August 24, 2004, between Chevron U.S.A. Inc. and Williams Field Services- Gulf COperating Agreementst Company, L.P.
Land	9/7/2004	Settlement and Release Agreement	SETTLEMENT AND RELEASE AGREEMENT DATED SEPTEMBER 7, 2004, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	10/6/2004	LOI	LETTER OF INTENT DATED OCTOBER 6, 2004, BY AND BETWEEN THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	10/7/2004	EA	EXPLORATION AGREEMENT DATED OCTOBER 7, 2004, BY AND BETWEEN THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	11/1/2004	FO	FO eff. 11/1/04 as Amended, between Newfield Exploration Company, Continental Land & Fur Co., Inc., KCS Resources, Inc., and Fidelity Oil Co., as Farmors, and Explore Offshore LLC as Farmee
Land	12/20/2004	Preferential Right Agreement	Purchase and Sale agreement by and between BP Exploration and Production Inc and Marathon Oil Company dated 20 Dec 2004
Land	1/1/2005	VUA	VOLUNTARY UNIT AGREEMENT DATED JANUARY 1, 2005, BY AND BETWEEN SPINNAKER EXPLORATION COMPANY, L.L.C. AND THE HOUSTON EXPLORATION COMPANY AND GRYPHON EXPLORATION COMPANY.
Land	1/11/2005	Pref Right	Preferential Right Agreement dated 01/11/05 between BP and SOI for the acquisition of 49.999985% of BP's 33.33333% interest at Troika.
Land	1/25/2005	Letter Agreement	Letter Agreement for the Operation and Ownership Transfer of Certain South Marsh Island Block 66 Facilities, dated effective January 25, 2005, between Transcontinental Gas Pipeline Corporation, as Seller- and Union Oil "Company-of California and Forest Oil Corporation, as Purchasers, for facilities and pipeline associated with "A" and "C" Platforms'. NEVER CONSOMATED.
Land	2/1/2005	Letter Agreement	Letter Agreement, dated February 1, 2005, between Union Oil Company of California and Forest Oil , covering OCS-G 2589, South Marsh Island Block 137, as the Unit Operating Agreement for South Marsh Island Block 137 Unit, identified as Unit Agreement No. 14-08-001-20237, replacing and superseding, effective October 1, 2001, that certain Unit Operating Agreement dated January 1, 1989 between Conoco Inc., Texaco Producing Inc. and Canadian OXY Offshore Production Company.
Land	2/28/2005	OA	JOperating Agreement eff. 2-28-05 b/b Peregrine O&G and Chroma Energy, et al; as amended
Land	8/2/2005	PSA	PURCHASE AND SALE AGREEMENT DATED AUGUST 2, 2005, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	9/12/2005	Notice	NOTICE AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC AND DAVIS OFFSHORE, L.P.
Land	10/25/2005	OA	Operating Agreement 10-25-05
Land	1/19/2006	Letter Agreement	Letter Agreement, - dated January 19, 2006, between BP Exploration & Production Inc. and Union Oil Company of California:

Land	2/22/2006	FO	Farmout Proposal Letter Agreement between The Houston Exploration Company and Noble Energy Inc. 2/22/2006
Land	3/1/2006	ABOS	ABOS eff. 3-1-2006 b/b Noble Energy, Inc. as Assignor and Coldren Resources LP as Assignee.
Land	10/30/2006	FO	Farmout Agreement, dated effective October 30, 2006, between Chevron U.S.A. Inc., as Farmor, and Mariner Energy Resources, Inc., as farmee, covering S/2 of SM 149 (OCS-G 2592) and S/2 of SM 150 (005-016325) and limited to depths from the surface to the stratigraphic equivalent of 100' below the deepest depth drilled in the #1 Well as proposed.
Land	4/3/2007	Confidentiality Agreement	Confidentiality Agreement by and between Apache Coporation, Samson Contour Energy and Shell Offshore
Land	9/21/2007	FARMOUT AGREEMENT	FARMOUT AGREEMENT b/b APACHE CORPORATION and SENECA RESOURCES CORPORATION
Land	11/10/2007	Purchase and Sale Agreement	Purchase and Sale agreement by and between BP Exploration and Production Inc and W+T Offshore, Inc. dated 9 Nov 2004 (Preempted by Shell and Marathon)
Land	5/14/2008	Notice	Final Notification Letter Memo-Well Payout, elated May 14, 2008, EB 160 #A-13 well paid out on March 3, 2008.
Land	10/1/2008	ORRI	OVERRIDING ROYALTY INTEREST AGREEMENT BY AND BETWEEN LLOG EXPLORATION OFFSHORE INC AND DAVIS OFFSHORE, L.P. TO SHELL OFFSHORE INC AND MARATHON OIL COMPANY
Land	10/1/2008	Farmout Agreement	Farmout Agreement by and between Shell Offshore, Marathon Oil Company, Llog Exploraiton Offshore, Inc and Davis Offshore L.P. dated 1 Oct 2008
Land	2/15/2009	FO	Farmout Agreement dated February 15, 2009 between SPN Resources LLC and Moreno Offshore Resources, L.L.C., Farmors, and Houston Energy, L.P., Farmee
Land	2/17/2009	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN DAVIS OFFSHORE, L.P. AND LLOG EXPLORATION OFFSHORE, INC.
Land	3/6/2009	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC., LLOG EXPLORATION OFFSHORE, INC. AND DAVIS OFFSHORE, L.P.
Land	3/30/2009	PA	Participation Agreement dated March 30, 2009 between Helis Oil & Gas Company, L.L.C., et al and Challenger Minerals Inc.
Land	3/30/2009	Joint Operating Agreement	Offshore Operating Agreement dated March 30 2009 between Helis Oil & Gas Company, L.L.C., Operator, and Houston Energy, LP, et al, Non-operators; as Ratified and Amended by Ratification And Amendment of Operating Agreement dated March 16, 2012
Land	3/30/2009	MOA	Memorandum of Offshore Operating Agreement and Financing Agreement dated March 30, 2009 between Helis Oil & Gas Company, L.L.C. et al
Land	12/14/2009	OPTION AGREEMENT	OPTION AGREEMENT b/b APACHE CORPORATION and WALTER OIL & GAS CORPORATION, ET AL
Land	2/1/2010	FARMOUT AGREEMENT	FARMOUT AGREEMENT b/b APACHE CORPORATION and WALTER OIL & GAS CORPORATION, ET AL
Land	3/30/2010	Marketing Election	Ship ShOperating Agreementl 252 Marketing Election Letter dated March 30, 2010 (Helis Oil & Gas Company, L.L.C.)
Land	2/1/2011	ABOS	Assignment and Conveyance, dated effective February 1, 2011, between Harrigan Energy Partners, Inc., Assignor, and Chevron U.S.A. Inc. as Assignee, covering Assignor's right, title and interest in the Lease, together with Assignor's interest in certain wells, facilities; pipelines, equipment, contracts,, etc., all as more fully described therein.
Land	4/21/2011	PSA	Asset Purchase and Sale Agreement, dated April 21, 2011, but made effective February 1, 2011, between Sabco Oil and Gas Corporation, as Seller, and Chevron U.S.A. Inc., as Purchaser, whereby Purchaser acquired 0.63149% of 0.83922% of 8/8ths of Seller's right title and interest in the Lease, together with Seller's interest in certain wells, facilities, pipelines, equipment, contracts, etc., all as more fully described therein.
Land	4/21/2011	ABOS	Assignment and BUI of Sale, dated April 21, 2011, but made effective February 1, 2011, between Sabco Oil and Gas Corporation, as Assignor/and Chevron U.S.A. Inc., as Assignee, covering Assignor's right, title and interest in the Lease, together with Assignor's interest in certain wells, facilities, pipelines, equipment, contracts, etc., all as more fully described therein
Land	5/31/2011	Tolling Agreement	Tolling Agreement by and between Shell Offshore Inc, LLOG Exploration Offshore, Inc and Davis Offshore L.P. dated 31 May 2011 and as extended by (a) 1st Extension dated 30 Jun 2012 (b) 2nd Extension dated 30 Sept 2012
Land	6/3/2011	Notice	Apache Notice Letter, dated June 3, 2011, non-consented EB 159 #A-9 Well, Thru Tubing Gravel Pack GM 2-2.
Land	8/1/2011	ABOS	ABOS eff. 8-1-2011 b/b XTO Offshore Inc. ("Assignor") and Dynamic Offshore Resources, LLC ("Assignee")
Land	8/25/2011	PARTICIPATION AGREEMENT	PARTICIPATION AGREEMENT b/b APACHE CORPORATION and CASTEX OFFSHORE, INC., ET AL
Land	3/20/2012	Notice	Chevron's Notice to Apache Letter, dated March 20, 2012, EB 159 #A-15 Well (GM-2-2 Sand) conductor removal.
Land	4/27/2012	PHA	Production Handling Agreement dated August 1, 2009 between SPN Resources, LLC and Moreno Offshore Resources, L.L.C., Platform Owners, and Helis Oil & Gas Company, L.L.C., et al, Producers; as amended by agreement on April 27, 2012.
Land	5/1/2012	CONDENSATE TRANSPORT & SEPARATION AGREEMENT	CONDENSATE TRANSPORT & SEPARATION AGREEMENT b/b APACHE CORPORATION and CASTEX OFFSHORE, INC., ET AL
Land	6/1/2012	PSA	Ratification of Purchase and Sale Agreement by Holders of Preferential Right to Purchase, dated effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc. and Dynamic Offshore Resources, LLC, as Preferential Right Purchasers, affecting that certain Purchase and Sale Agreement, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc., as Buyer.
Land	6/1/2012	ABOS	Conveyance, Assignment and Bill of Sale, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Assignor, and Chevron U.S.A. Inc. and Dynamic Offshore Resources, LLC, as Assignees, covering an undivided 0.83922% right, title and interest in certain property described in Exhibit "A" attached thereto, assigning 75.247% thereof to Chevron (0.63149% net) and 24.753% thereof to Dynamic (0.207.73% net).

Land	6/27/2012	PSA	Purchase and Sale Agreement, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc., as Buyer, covering all of Seller's right, title and interest in that certain Oil & Gas Lease bearing Serial No. OCS-G 448,1,), together with Seller's interest in certain wells, facilities, pipelines, equipment contracts, etc, all as more fully described therein.
Land	8/1/2012	Throughput Capacity Lease Agreement	Fieldwood leases capacity to Arena for Barnacle Pipeline
Land	11/30/2012	Permit Agmt(Incl Seismic)	Seismic Reprocessing and Data Use Agreement by and between Noble Energy, Inc and Apache Deepwater LLC dated 30 Nov 12
Land	2/6/2013	Letter Agreement	Letter Agreement by and between Shell Offshore Inc, LLOG Exploration Offshore, Inc and Davis Offshore L.P. dated 6 Feb 2013 re system upgrades
Land	3/15/2013	Exploration Venture	Exploration Venture for portions of VR 271 SM 87 by and between Fieldwood Energy Offshore LLC, Apache Corporation and Pisces Energy LLC
Land	5/1/2013	Transportation Agreement	Transportation Agreement by and between Dynamic Offshore Resources NS, LLC, W&T Offshore, Inc., Hall-Houston Exploration IV, L.P., GOM Offshore Exploration I, LLC and PetroQuest Energy, LLC
Land	7/1/2013	Acquisition	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013
Land	7/1/2013	Acquisition	Acquisition by and between Fieldwood Energy LLC and Callon Petroleum Operating Co.
Land	9/12/2013	Amendmnt of Exhibit "D" to Unit Operating Agreement	Amends U Operating Agreement dated 04/13/1984 as amended 09/08/2011
Land	9/30/2013	Acquisition	Purchased GOM Shelf as a company from Apache
Land	10/7/2013	Election Letter Agreement PL 13 007 ST2 Well	Election Letter Agreement by and between Fieldwood Energy LLC and Enven Energy Ventures LLC
Land	11/1/2013	Purchase & Sale Agreement	Purchase and Sale Agreement by and between Noble Energy, Inc, Anadarko Petroleum, Anadarko US Offshore Corp and Eni Petroleum US LLC dated 1 Nov 13 as amended 21 July 2016 (but effective 1 Oct 14)
Land	12/1/2013	Acquisition	Equity Purchase Agreement between Sandridge Energy, Inc., Sandridge Holdings, Inc. and Fieldwood Energy LLC: Fieldwood purchased all companies listed with their assets which included Offshore and SandRidge Legacy South Texas and South Louisiana assets.
Land	12/30/2013	Withdrawal Agreement	Withdrawal Agreement by and between Fieldwood Energy LLC and Chevron U.S.A. Inc.
Land	1/20/2014	Letter Agreement	Letter Agreement by and between Shell Offshore Inc, LLOG Exploration Offshore, Inc and Davis Offshore L.P. dated 20 Jan 2014 re settlement of real Operating Agreement
Land	3/1/2014	Acquisition	by and between Fieldwood Energy Offshore LLC and Black Elk Energy Offshore Operations, LLC: Leases where Fieldwood was the operator and Black Elk held interest. Exception is ST 53 where Black Elk was the Operator.
Land	4/16/2014	Settlement Agreement and Release	Settlement Agreement and Release - SS 198/VR 369/VR 408/ SP 8/13
Land	4/21/2014	Production Handling Agreement	For WD 27 "A" platform handling WD 28 production
Land	4/28/2014	Letter Agreement	Letter Agreement, dated April 28, 2014, between Chevron U.S.A. Inc. and Samson Contour Energy E&P, LLC, regarding Main Pass 77 Oil Imbalance Claim
Land	5/16/2014	Termination of Farmout Agreements	Terminates Farmouts dated 05.01.13 and 06.01.13
Land	6/1/2014	Acquisition	by and between Fieldwood Energy Offshore LLC and Davis Offshore L.P.
Land	6/1/2014	Acquisition	by and between Fieldwood Energy Offshore LLC, NW Pipeline, Inc. and Northwestern Mutual Life Ins. Co: HIPS 13-III
Land	7/25/2014	Amendment and Ratification of Production Handling Agreement	Amend PHA for WD 27 "A" platform handling WD 28 production dated 04/21/14
Land	8/5/2014	Purchase and Sale Agreement	Equity Purchase Agreement by and between Davis Petroleum Acquisition Corp, Davis Offshore Partners, LLC and Davis Offshore, L.P. and Fieldwood Energy Offshore dated 5 Aug 2014
Land	1/1/2015	Acquisition	by and between Fieldwood Energy SP LLC, Paul G. Hendershott and C. Gordon Lindsey: Conversion of NPI to ORI for the WD 79/80/85/86 - fields
Land	1/1/2015	Acquisition	by and between Fieldwood SD Offshore LLC, Unocal Pipeline Company and Union Oil Company of California : East Breaks 158/160 Fields
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC UNOCAL, and Chevron U.S.A. Inc. : GOM NOJV - Grand Isle/West Delta etc.
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Shell Offshore Inc.: Troika Unit - GC 244, 200, 201
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Japex (U.S.) Corp.: WD 90 & WD 103
Land	1/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy SP LLC, Paul G. Hendershott and C. Gordon Lindsey, : Net Profits Interest
Land	1/1/2015	Confidential Mutual Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, Fieldwood Energy SP LLC, Paul G. Hendershott and C. Gordon Lindsey,
Land	1/1/2015	Overriding Royalty Assignment	by and between Fieldwood Energy Offshore LLC and Shell Offshore Inc: Overridign Royalty Assignment
Land	1/13/2015	Acquisition	by and between Fieldwood Onshore LLC and Energy XXI Onshore, LLC: relative to (1) the transfer and ownership of certain existing leasehold rights, (2) the acquisition of additional leasehold rights, (3) the conduct of a 3-D geophysical survey and (4) the drilling, completion and operation of oil and/or gas wells relative to the lands outlined in Red on Exhibit "B" (the "Contract Area").
Land	4/1/2015	Assignment of Operating Rights Interest in Oil & Gas Lease	by and between Fieldwood Energy Offshore LLC, Peregrine Oil & Gas, LLC RTR Fund I, L.P., and Hall-Houston Exploration II, L.P.: Assignment of Operating Rights Interest in Oil & Gas Lease - GA 151 Operating Rights
Land	4/1/2015	Production Handling Agreement	by and between Bandon Oil and Gas, LP, Tana Exploration Company LLC, CSL Exploration LLC, GCER Offshore LLC and W&T Offshore, INC.: PHA
Land	5/14/2015	ORRI	Assignment of Overriding Royalty Interest from Knight Resources, LLC, in favor of Stat Energy & Consulting, Inc. dated May 14, 2015
Land	5/14/2015	ORRI	Assignment of Overriding Royalty Interest from Knight Resources, LLC, in favor of James A. Bibby dated May 14, 2015
Land	5/14/2015	ORRI	Assignment of Overriding Royalty Interest from Knight Resources, LLC, in favor of Clifford T. Crowe dated May 14, 2015
Land	6/18/2015	Memorandum of Understanding	Pursuant to that certain assignment and bill of sale dated 01/01/2015

Land	6/18/2015	Memorandum of Understanding	Pursuant to that certain assignment and bill of sale dated 01/01/2015
Land	7/1/2015	Settlement Agreement and Release	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, ENI Petroleum US LLC and ENI US Operating Co. Inc.: SS 249 D-S RIG Incident
Land	8/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc. : MP 77, 78 and VK 251, 252, 340 Fields
Land	8/12/2015	Pipeline Modification Agreement	Relative to pipelines near SS 208 Seg #1849 and #882
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	12/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC, ENI US Operating Inc, and ENI Petroleum US LLC: GA 151, SS 246, SS 247, SS 248, SS 249, SS 270, SS 271, VR 78, VR 313, WC 72, WC 100, WC 130
Land	12/1/2015	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, ENI US Operating Inc. and ENI Petroleum US LLC: Release and Settlement Agreement
Land	12/18/2015	Well Operations Agreement	by and between Fieldwood Energy Offshore LLC, Fieldwood Energy SP LLC, Arena Energy, LP, Arena Energy GP, LLC and Arena Energy Offshore, LP : WD 86 B-3 well
Land	3/14/2016	Completions Letter Agreement	by and between Fieldwood Energy Offshore LLC and Whitney Oil & Gas, LLC: SP #37 #3 well dually completed and no longer economic for Fieldwood
Land	4/1/2016	Divestiture	by and between Fieldwood Energy Offshore LLC and Whitney Oil & Gas, LLC: Assignment of interest in the SP 37#3 J1 and J2 sands
Land	4/1/2016	Second Amendment of Production Handling Agreement	by and between Fieldwood Energy Offshore LLC and Walter Oil & Gas Corporation : Second Amendment of Production Handling Agreement - East Breaks 165 A Platform
Land	4/25/2016	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Peregrine Oil & Gas, LP and Peregrine Oil & Gas II, LLC: Release and Settlement Agreement
Land	7/1/2016	Acquisition	by and between Fieldwood Energy Offshore LLC and JOC Venture: SS 246 JOC Withdrawal
Land	7/1/2016	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and All Aboard Development Corporation: Assignment All Aboard to Fieldwood
Land	7/1/2016	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: ABOS pursuant to JOC Venture withdrawal
Land	8/8/2016	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture Withdrawal
Land	9/13/2016	Agreement for Payment of Insurance Charges	by and between Fieldwood Energy LLC and Monforte Exploration L.L.C.: Fieldwood agrees to pay Monforte's insurance charges
Land	12/14/2016	Surrender of Interest Agreement	by and between Fieldwood Energy LLC and All Aboard Development Corporation: All Aboard Development Corp. surrender of interest
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	3/1/2017	Reimbursement Agreement	by and between Fieldwood Energy LLC, W & T Offshore, Inc., Renaissance Offshore LLC, Transcontinental Gas Pipe Line and Chevron U.S.A. Inc.: Transco Facilities Subseq Modification - Shell owned ST 300 Platform
Land	3/1/2017	Reimbursement Agreement	by and between Fieldwood Energy LLC, W & T Offshore, Inc., Renaissance Offshore LLC, Transcontinental Gas Pipe Line and Chevron U.S.A. Inc.: Transco Facilities Subseq Modification - Shell owned ST 300 Platform
Land	3/30/2017	Letter of No Objection	Fieldwood agreed to COX request/letter of no objection to allow cox to produce its EI 64# 9 well. Fieldwood is the operator of SW/4 of EI 53
Land	1/1/2018	Acquisition	by and between Fieldwood Energy SP LLC and Knight Resources LLC: Acquisition of Knight's interest in the SS 252 #F-4
Land	1/2/2018	Letter Agreement	by and between Fieldwood Energy LLC and EXXI GOM, LLC: Governs participation in WD 73 C-27 McCloud drill well
Land	4/1/2018	Purchase and Sale Agreement	Purchase and Sale agreement by and between Fieldwood Energy LLC and Marathon Oil Company dated 20 June 2018 and effective 1 April 2018
Land	4/11/2018	F40 Cost Memorialization Agreement	by and between Fieldwood Energy LLC and EXXI GOM, LLC: WD 73 C-27 Well McCloud F-40 Reservoir memorialization of drilling costs, etc.

Land	4/11/2018	West Delta 73 C-27 "MCCLOUD" F-40 Sand Reservoir A	by and between Fieldwood Energy LLC and Energy XXI GOM, LLC: West Delta 73 C-27 "MCCLOUD" F-40 Sand Reservoir A - Letter Agreement
Land	5/21/2018	Consent to Assign	Consent to Assignment by and Between Fieldwood Energy, Noble Energy and Eni Petroleum 21 May 2018 governing transition from NBL to Fieldwood Ownership of Neptune
Land	5/22/2018	Consent to Assign	Consent to Assignment by and Between Fieldwood Energy, Noble Energy and Anadarko Petroleum Corporation dated 22 May 2018 governing transition from NBL to Fieldwood Ownership of Neptune
Land	8/1/2018	Acquisition	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech's Interest in the SS 271 Unit (SS 247,248,249)
Land	8/1/2018	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdraws from SS 271 Unit
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Assignment and Bill of Sale
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Assignment and Bill of Sale
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: ABOS pursuant to Entech Enterprises Withdrawal
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: ABOS pursuant to Entech Enterprises Withdrawal
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdrawal and settlement
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdrawal and settlement
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Enterprises withdrawal & settlement
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Enterprises withdrawal & settlement
Land	9/18/2018	Construction and Operating Agreement for the Interconnect Pipeline	
Land	12/5/2018	Escrow Agreement	Escrow Agreement by and between Anadarko Offshore LLC, Eni Petroleum US LLC and Noble Energy, Inc dated 5 December 2013 and amended by that first amendment dated 5 Dec 2018
Land	12/10/2018	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Exxon Mobil Corporation
Land	2/8/2019	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and Richard Schmidt, as Trustee for the Black Elk Litigation Trust and the Black Elk Liquidating Trust: Pursuant to that certain Stipulation and Agreed Order including Terra Point Petroleum LLC
Land	3/19/2019	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and ANKOR
Land	3/19/2019	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Sanare
Land	4/30/2019	CPHTA Extension Letter Agreement	by and between Fieldwood Energy Offshore LLC, ANKOR E&P Holding Corporation and Orinoco Natural Resources LLC :Ankors production from MC 21 processed at SP 60
Land	6/10/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and TRANSCONTINENTAL GAS PIPELINE COMPANY: Confidentiality Agreement:
Land	7/1/2019	Divestiture	by and between Fieldwood Energy LLC and Energy XXI GOM, LLC: Fieldwood Divestiture of WD 73 Field Interests in the F40 Sands
Land	7/1/2019	Farmout Agreement	By and between W & T Offshore, Inc. and Dynamic Offshore Resources NS, LLC and Peregrine Oil and Gas II, LLC and GOM Energy Venture I, LLC
Land	7/1/2019	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and Energy XXI GOM, LLC: Assignment and Bill of Sale
Land	7/1/2019	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and Energy XXI GOM, LLC: Assignment and Bill of Sale
Land	7/2/2019	Letter Agreement	By and between W & T Offshore, Inc. and Dynamic Offshore Resources NS, LLC and Peregrine Oil and Gas II, LLC and GOM Energy Venture I, LLC
Land	8/28/2019	CPHTA Extension Letter Agreement	Extension to 04/30/2019 Letter Agreement: Ankors production from MC 21 processed at SP 60
Land	11/1/2019	Amendment No. 3 to CPHYA, PHA and Transportation Agreement	by and between Fieldwood Energy Offshore LLC and Fieldwood Energy Offshore LLC as Processor and ANKOR Energy LLC, ANKOR E&P Holdings Corporation, KOA Energy LP and Sanare Energy Partners, LLC as Producer
Land	2/13/2020	CPHTA Subsea Tie-in Deadline Extension Letter Agreement	by and between Sanare Energy Partners, Fieldwood Energy LLC, ANKOR E&P Holdings Corporation and KOA Energy LP
Land	4/23/2020	CPHTA Subsea Tie-in Deadline Extension Letter Agreement	by and between Sanare Energy Partners, Fieldwood Energy LLC, ANKOR E&P Holdings Corporation and KOA Energy LP
Land	01/01/1994, 04/08/1994	Unit Operating Agreement	Unit Operating Agreement by and between CNG Producing Company, Columbia Gas Development Corporation, Total Minatome Corporation, Energy Development Corporation, Murphy Exploration and Production Company and Anadarko Petroleum Corporation; and Forest Oil Corporation and Timbuck Company/The Hat Creek Production Company, Limited Partnership (referred to as "Override Parties")
PHA SP 60F/MC 21	4/29/2005	CONSTRUCTION, PRODUCTION HANDLING AND TRANSPORTATION AGREEMENT	PHA by and between Fieldwood and ANKOR E&P HOLDINGS CORPORATION and ANKOR E&P HOLDINGS CORPORATION
PHA SM 278/SM 257	1/1/2008	PRODUCTION HANDLING AGMT	PHA by and between Fieldwood and HELIS OIL & GAS CO and HELIS OIL & GAS CO
LEASE OF PLATFORM SPACE	10/10/1984	Platform Space Rental Agreement SMI 268A Platform 10/01/2020 - 11/30/2021	A-LOPS-SM268A by and between Fieldwood and American Panther, LLC and American Panther, LLC
LEASE OF PLATFORM SPACE	10/25/1985	Lease of Platform Space	A-LOPS-WD86A by and between Fieldwood and Texas Eastern Transmission and Texas Eastern Transmission
LEASE OF PLATFORM SPACE	9/1/1997	09/01/2020 - 8/30/2021	A-LOPS-WD79A by and between Fieldwood and PANTHER AS CONTRACT OPERATOR FOR VENICE GATHERING SYSTEM and PANTHER AS CONTRACT OPERATOR FOR VENICE GATHERING SYSTEM
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BR1116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-1 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-11 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-12 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-17 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-14 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-15 by and between Fieldwood and TAMPNET and TAMPNET

LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-15 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-21 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-27 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-26 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	9/1/1997	LEASE OF PLATFORM SPACE	VEN104-LOPS by and between Fieldwood and Panther as Contract Operator for Venice Gathering System and Panther as Contract Operator for Venice Gathering System
LEASE OF PLATFORM SPACE	4/15/1968	LEASE OF PLATFORM SPACE	KIN129-LOPS by and between Fieldwood and KINETICA DEEPWATER EXPRESS, LLC and KINETICA DEEPWATER EXPRESS, LLC
PRODUCTION HANDLING AGMT (JIB)-2	1/1/2007	PRODUCTION HANDLING AGREEMENT	PHA EI312-SM142 by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC
PRODUCTION HANDLING AGMT (JIB)-2	1/1/2007	PRODUCTION HANDLING AGREEMENT	PHA EI312-SM142 by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC
PRODUCTION HANDLING AGMT (JIB)-2	1/1/2007	PRODUCTION HANDLING AGREEMENT	PHA EI312-SM142 by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and MP GULF OF MEXICO, LLC and MP GULF OF MEXICO, LLC
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and MP GULF OF MEXICO, LLC and MP GULF OF MEXICO, LLC
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA EI342C-EI342C by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA EI342C-EI342C by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA EI342C-EI342C by and between Fieldwood and TANA EXPLORATION COMPANY LLC and TANA EXPLORATION COMPANY LLC
PRODUCTION HANDLING AGMT (JIB)	1/31/2005	PRODUCTION HANDLING AGREEMENT(NEPTUNE)Swordfish Producers	VK826NEP by and between Fieldwood and Apache Deepwater LLC and Apache Deepwater LLC
PRODUCTION HANDLING AGMT (Non-Op)	7/18/2002	PRODUCTION HANDLING AGREEMENT	HI A-582 by and between Fieldwood and Cox Operating, LLC and Cox Operating, LLC
PRODUCTION HANDLING AGMT (Non-Op)	11/14/1996	PRODUCTION HANDLING AGREEMENT	EC 349 by and between Fieldwood and W & T Offshore, Inc. and W & T Offshore, Inc.
PRODUCTION HANDLING AGMT (Non-Op)		PRODUCTION HANDLING AGREEMENT	SS 315A3/ST 314 by and between Fieldwood and W & T Offshore, Inc. and W & T Offshore, Inc.
PRODUCTION HANDLING AGMT (Non-Op)		PRODUCTION HANDLING AGREEMENT	SS 315A3/ST 314 by and between Fieldwood and W & T Offshore, Inc. and W & T Offshore, Inc.
PRODUCTION HANDLING AGMT (Non-Op)	6/13/1996	PRODUCTION HANDLING AGREEMENT	SS 300 B/SS301 by and between Fieldwood and W & T Offshore, Inc. and W & T Offshore, Inc.
PRODUCTION HANDLING AGMT (Non-Op)	5/5/2009	PRODUCTION HANDLING AGREEMENT	SS 189 C-1 by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	8/1/2005	Gas Gathering Agreement	DIGS Gathering Agreement for Swordfish-Neptune by and between Fieldwood Energy LLC and DCP Midstream, Dauphin Island Gathering Partners and DCP Midstream, Dauphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	Gas Gathering Agreement	DIGS Gathering Agreement for Swordfish-Neptune by and between Fieldwood Energy LLC and DCP Midstream, Dauphin Island Gathering Partners and DCP Midstream, Dauphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	Gas Gathering Agreement	DIGS Gathering Agreement for Swordfish-Neptune by and between Fieldwood Energy LLC and DCP Midstream, Dauphin Island Gathering Partners and DCP Midstream, Dauphin Island Gathering Partners
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Texas Eastern and Texas Eastern
Marketing Gas - Transport	4/1/2020	IT Gathering	IT Gathering by and between Fieldwood Energy LLC and Kinetica Midstream Energy, LLC and Kinetica Midstream Energy, LLC
Marketing Gas - Transport	4/1/2020	IT Gathering	IT Gathering by and between Fieldwood Energy LLC and Kinetica Midstream Energy, LLC and Kinetica Midstream Energy, LLC
Marketing Gas - Transport	4/1/2020	IT Gathering	IT Gathering by and between Fieldwood Energy LLC and Kinetica Midstream Energy, LLC and Kinetica Midstream Energy, LLC
Marketing Gas - Transport	4/1/2020	IT Gathering	IT Gathering by and between Fieldwood Energy LLC and Kinetica Midstream Energy, LLC and Kinetica Midstream Energy, LLC
Marketing Gas - Transport	2/1/2019	Pool Agreement	Pool Agreement by and between Fieldwood Energy LLC and Gulf South Pipeline Company, LP and Gulf South Pipeline Company, LP
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, Ilc and HIGH ISLAND OFFSHORE SYSTEM, Ilc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, Ilc and HIGH ISLAND OFFSHORE SYSTEM, Ilc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, Ilc and HIGH ISLAND OFFSHORE SYSTEM, Ilc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, Ilc and HIGH ISLAND OFFSHORE SYSTEM, Ilc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, Ilc and HIGH ISLAND OFFSHORE SYSTEM, Ilc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSEM. Ilc and HIGH ISLAND OFFSHORE SYSEM. Ilc

Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, llc and HIGH ISLAND OFFSHORE SYSTEM, llc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, llc and HIGH ISLAND OFFSHORE SYSTEM, llc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, llc and HIGH ISLAND OFFSHORE SYSTEM, llc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, llc and HIGH ISLAND OFFSHORE SYSTEM, llc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, llc and HIGH ISLAND OFFSHORE SYSTEM, llc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, llc and HIGH ISLAND OFFSHORE SYSTEM, llc
Marketing Gas - Gathering	4/1/2020	IT Gathering	IT Gathering by and between Fieldwood Energy LLC and Kinetica Midstream Energy, LLC and Kinetica Midstream Energy, LLC
Marketing Gas - Gathering	4/1/2020	IT Gathering	IT Gathering by and between Fieldwood Energy LLC and Kinetica Midstream Energy, LLC and Kinetica Midstream Energy, LLC
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Marketing Gas - Transport	8/7/2009	IT Transport Contract - "IT Discount Life of Reserves"	Stingray - WC 485, WC 507 \$.13 discount Life Of Reserve Dedicaiton by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Marketing Gas - Transport	10/1/2019	FT -2 Transport	FT -2 Transport by and between Fieldwood Energy LLC and Venice Gathering and Venice Gathering
Marketing Gas - Transport	12/1/2013	IT Gathering	IT Gathering Agreement by and between Fieldwood Energy LLC and High Point Gas Gathering, LLC and High Point Gas Gathering, LLC
Marketing Gas - Transport	4/1/2010	FT -2 Transport	FT -2 Transport by and between Fieldwood Energy Offshore, LLC and Nautilus Pipeline Company and Nautilus Pipeline Company
Marketing Gas - Transport	12/12013	IT Transport Contract	Searobin West Transprt, IT max rate - all receipt points by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/12013	IT PR Transport Contract	Searobin West PTR Transprt, max rate - all receipt points by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde Transport	Searobin Retrograde contract. IT max rate by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-PTR Transport	Searobin East - PTR - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-PTR Transport	Searobin East - PTR - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Transport	Searobin East - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Transport	Searobin East - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Transport	Searobin East - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Transport	Searobin East - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde -Flash-Transport	Searobin East - Rertrgrade-Flash- Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde -Flash-Transport	Searobin East - Rertrgrade-Flash- Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde -Flash-Transport	Searobin East - Rertrgrade-Flash- Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Gathering	8/1/2018	IT Retrograde contractTransport Contract	IT Retrograde contractTransport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Gathering	8/1/2018	IT Retrograde contractTransport Contract	IT Retrograde contractTransport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Gathering	8/1/2018	IT Retrograde contractTransport Contract	IT Retrograde contractTransport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Gathering	8/1/2018	IT Retrograde contractTransport Contract	IT Retrograde contractTransport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	10/1/2011, disoucnet letter 9/16/2011	IT-PTR Transport plus discount letter letter	Searobin WestIT PTR Contract for Discount SMI 142 and SMI 140 by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	10/1/2011	IT Transport Contract	Searobin West Pipeline - sandridge /Dynamic IT transport plus Discount letter for SMI 142 and SMI 40 by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	10/1/2011	IT-Retrograde Transport	SearobinWest Pipeline - sandridge /Dynamic IT Retrograde by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	8/1/2008	Gas Gathering Agreement-Amendment	DIGS Gaathering Agreement for Swordfish-Neptune - Amendment adds Burlington Resources WI by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2008	Gas Gathering Agreement-Amendment	DIGS Gaathering Agreement for Swordfish-Neptune - Amendment adds Burlington Resources WI by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2008	Gas Gathering Agreement-Amendment	DIGS Gaathering Agreement for Swordfish-Neptune - Amendment adds Burlington Resources WI by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement	DIGP - FT2 & Reserve Dedication - Swordfish Neptune by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement	DIGP - FT2 & Reserve Dedication - Swordfish Neptune by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement	DIGP - FT2 & Reserve Dedication - Swordfish Neptune by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners

Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement - Amendment	DIGP - FT2 & Reserve Dedication - Swordfish Neptune - Amendment Adds Burlington Resources WI; plus 2 more amendments Revising MDQ by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement - Amendment	DIGP - FT2 & Reserve Dedication - Swordfish Neptune - Amendment Adds Burlington Resources WI; plus 2 more amendments Revising MDQ by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement - Amendment	DIGP - FT2 & Reserve Dedication - Swordfish Neptune - Amendment Adds Burlington Resources WI; plus 2 more amendments Revising MDQ by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/7/2009	IT Transport Contract - "IT Discount Life of Reserves"	Stingray - WC 485, WC 507 \$.13 discount Life Of Reserve Dedicaiton by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Marketing Gas-Transport	12/18/1997	FT - Transport	Venice Gatheing Firm Transport with Disount \$.05, WD 79 by and between Fieldwood Energy LLC and Venice Gathering System, L.L.C. and Venice Gathering System, L.L.C.
Marketing Gas-Transport	1/1/2001	FT - Transport	Venice Gatheing Firm transport Max rate WD 79 by and between Fieldwood Energy LLC and Venice Gathering System, L.L.C. and Venice Gathering System, L.L.C.
Marketing Gas-Gathering	11/1/2006	IT Transport	Venice Gathering, WD 39 Effective date 11/1/2006 WD 64 Effective 11/1/2010 by and between Fieldwood Energy LLC and Venice Gathering System, L.L.C. and Venice Gathering System, L.L.C.
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy Offshore LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy Offshore LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement fo the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement fo the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	9/26/1982	Venice Dehydration Station Operations and Maintenance Agreement	Provides for the use of the Venice Dehydration Station by the Venice Dehydration Station Owners by and between Fieldwood Energy LLC and and

Service Agreement	11/1/2015	South Pass Dehydration Service Agreement as amended	Provides for certain monitoring, maintenance and repairs for the South Pass Dehydration Station on behalf of Owners by and between Fieldwood Energy LLC and Venice Energy Services Company LLC (Targa Resources) and Venice Energy Services Company LLC (Targa Resources)
Ownership and Operating Agreement	3/6/1974	Construction and Operating Agreement for Onshore Separation Facility Cameron Parish, Louisiana as amended	Provides for the construction and operation of the onshore separation facility which is connected to the facilities of Stingray Pipeline Company and which separates condensate from the natural gas injected into and transported by Stinray by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Ownership and Operating Agreement	3/6/1974	Construction and Operating Agreement for Onshore Separation Facility Cameron Parish, Louisiana as amended	Provides for the construction and operation of the onshore separation facility which is connected to the facilities of Stingray Pipeline Company and which separates condensate from the natural gas injected into and transported by Stinray by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Construction and Operating Agreement	10/22/1976	Agreement for the Construction and Operation of the Blue Water Gas Plant Acadia Parish, Louisiana	Processing of Owners' gas all in accordance with agreements by and between Fieldwood Energy LLC and EnLink Midstream Operating, LP and EnLink Midstream Operating, LP
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Their Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Their Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Their Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Dynamic Offshore Resources, LLC and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Their Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy Offshore LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Sandridge Offshore, LLC and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Their Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy Offshore LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Sandridge Offshore, LLC and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Their Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy Offshore LLC and and
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fielwood) by and between Fieldwood Energy LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshoe LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshoe LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshoe LLC and and
Oil Purchase and Sale Agreement/Transport	8/1/2018	Oil Purchase and Sale Agreement between Fieldwood Energy Offshore LLC and Poseidon Oil Pipeline Company LLC	Crude Oil Purchase and Sale/Transport by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Memorandum of Agreement	8/1/2020	Memorandum of Agreement Between Fieldwood Energy Offshore LLC and Poseidon Oil Pipeline Company LLC	Memorandum of Agreement by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Oil Gathering Agreement	6/1/2003	Oil Gathering Agreement Between Westport Resources Corporation Noble Energy Inc M	Crude Oil Transport. by and between Fieldwood Energy LLC and Manta Ray Gathering Co.,LLC and Manta Ray Gathering Co.,LLC

Oil Purchase and Sale Agreement/Transport	7/15/2003	Oil Purchase and Sale Agreement Between Westport Resources Corporation Mariner Energy Inc Noble Energy Inc and Poseidon Oil Pipeline Company LLC	Crude Oil Purchase and Sale/Transport by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Oil Gathering Agreement	7/1/2005	Oil Gathering Agreement	Crude Oil Transport. by and between Fieldwood Energy LLC and Main Pass Oil Gathering Company and Main Pass Oil Gathering Company
Oil Gathering Agreement	7/1/2005	Oil Gathering Agreement	Crude Oil Transport. by and between Fieldwood Energy LLC and Main Pass Oil Gathering Company and Main Pass Oil Gathering Company
Oil Gathering Agreement	7/1/2005	Oil Gathering Agreement	Crude Oil Transport. by and between Fieldwood Energy LLC and Main Pass Oil Gathering Company and Main Pass Oil Gathering Company
Reimbursement Agreement	1/21/2019	Pigging Service Reimbursement Agreement	Reimbursement Agreement by and between Fieldwood Energy LLC and Main Pass Oil Gatheringind LLC and Main Pass Oil Gatheringind LLC
Reimbursement Agreement	1/21/2019	Pigging Service Reimbursement Agreement	Reimbursement Agreement by and between Fieldwood Energy LLC and Main Pass Oil Gatheringind LLC and Main Pass Oil Gatheringind LLC
Reimbursement Agreement	1/21/2019	Pigging Service Reimbursement Agreement	Reimbursement Agreement by and between Fieldwood Energy LLC and Main Pass Oil Gatheringind LLC and Main Pass Oil Gatheringind LLC
Oil Transport	8/1/2009	High Island Pipeline System Throughput Capacity Lease Agreement	Oil Transport by and between Fieldwood Energy LLC and McMoRan Oil & Gas LLC and McMoRan Oil & Gas LLC
Oil Transport	8/1/2009	High Island Pipeline System Throughput Capacity Lease Agreement	Oil Transport by and between Fieldwood Energy LLC and McMoRan Oil & Gas LLC and McMoRan Oil & Gas LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	2/10/2014	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	2/10/2014	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Agreement For Measurement and Allocation of Condensate	7/1/2001	Central Texas Gathering System (1st) Amended and Restated Agreement for Measurement and Allocation of Condensate	Measurement and Allocation of Condensate by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Agreement For Measurement and Allocation of Condensate	7/1/2001	Central Texas Gathering System (1st) Amended and Restated Agreement for Measurement and Allocation of Condensate	Measurement and Allocation of Condensate by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Agreement For Measurement and Allocation of Condensate	7/1/2014	Central Texas Gathering System Second Amended and Restated Agreement for Measurement and Allocation of Condensate	Measurement and Allocation of Condensate by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Agreement For Measurement and Allocation of Condensate	7/1/2014	Central Texas Gathering System Second Amended and Restated Agreement for Measurement and Allocation of Condensate	Measurement and Allocation of Condensate by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Liquid Transportation	9/27/1993	Liquid Transportation Nouth High Island/Johnson Bayou, Markham Plant Tailgate, Bayou Black & Vermilion Separation Facility. Contract # 94 0674	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Liquid Transportation	9/27/1993	Liquid Transportation Nouth High Island/Johnson Bayou, Markham Plant Tailgate, Bayou Black & Vermilion Separation Facility. Contract # 94 0674	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Liquid Transportation	9/27/1993	Liquid Transportation Nouth High Island/Johnson Bayou, Markham Plant Tailgate, Bayou Black & Vermilion Separation Facility. Contract # 94 0674	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Amendment Liquid Transportation	11/1/2007	Amendment to Liquid Transportation Agreement Between Transcontinental Gas Pipe Line Corporatio and Apache Corp Contract # 94 0674 001	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Amendment Liquid Transportation	11/1/2007	Amendment to Liquid Transportation Agreement Between Transcontinental Gas Pipe Line Corporatio and Apache Corp Contract # 94 0674 001	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation

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Oil Liquids Transportation for Grand Chenier Offshore Pipeline System	2/25/2010	Liquids Transportation Agreement No. 50031	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Amendment No. 6	1/1/2007 Original Contract; Amendment Effective 1/1/2007	Amendment No. 6 to the Liquids Transportation Contract	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Amendment No. 6	8/1/1992, Amendment Effective 1/1/2007	Amendment No. 6 to the Liquids Transportation Contract	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Transportation	3/3/2011	Associated Liquids Transportation Agreement #117842	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Deepwater Express, LLC and Kinetica Deepwater Express, LLC
Oil Liquids Transportation	3/3/2011	Associated Liquids Transportation Agreement #117842	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Deepwater Express, LLC and Kinetica Deepwater Express, LLC
Oil Liquids Transportation	11/1/2012 Amendment Date: 8/1/2014	Amendment No. 1	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Deepwater Express, LLC and Kinetica Deepwater Express, LLC
Oil Amendment transferring from Apache to Fieldwood Energy LLC	12/1/2013	Amendment	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquid Handling Agreement	5/1/2008	Liquid Handling Agreement	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Amendment to Oil Liquid Handling Agreement	3/1/2011	Amendment	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Amendment to Oil Liquid Handling Agreement to transfer from Apache Shelf, Inc. to Fieldwood Energy LLC	11/1/2012 amended 12/1/2013	Amendment	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement transferring from Apache Shelf, Inc. to Fieldwood Energy LLC	11/2/2010 amended effective 12/1/2014	Amendment	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement transferring from Apache Shelf, Inc. to Fieldwood Energy LLC	11/2/2010 amended effective 12/1/2014	Amendment	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement	11/1/2012	Associated Liquids Transportation Agreement Grand Chenier Terminal	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement	11/1/2012	Associated Liquids Transportation Agreement Grand Chenier Terminal	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Separation and Stabilization Agreement	6/1/2014	Third Amendment to Liquids Separation and Stabilization Agreement	LSSA putting all Block on one contract by and between Fieldwood Energy Offshore LLC and Manta Ray Offshore Gathering Company, L.L.C. and Manta Ray Offshore Gathering Company, L.L.C.
Oil Liquids Separation and Stabilization Agreement	1/1/2015	Fourth Amendment to Liquids Separation and Stabilization Agreement	LSSA putting all Blocks on one contract by and between Fieldwood Energy Offshore LLC and Manta Ray Offshore Gathering Company, L.L.C. and Manta Ray Offshore Gathering Company, L.L.C.
Oil Liquids Separation and Stabilization Agreement	1/1/2015	Fourth Amendment to Liquids Separation and Stabilization Agreement	LSSA putting all Blocks on one contract by and between Fieldwood Energy Offshore LLC and Manta Ray Offshore Gathering Company, L.L.C. and Manta Ray Offshore Gathering Company, L.L.C.
Oil Liquids Transportation Agreement	1/1/2015	Second Amendment to Liquids Transportation Agreement	LTA by and between Fieldwood Energy Offshore LLC and Nautilus Pipeline Company, L.L.C. and Nautilus Pipeline Company, L.L.C.
Oil Liquids Transportation Agreement	5/1/2015	Amendment to Transportation Agreement	LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transportation Agreement	5/1/2015	Transportation Agreement for Interruptible Service Under Rate Schedule ITS Between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transportation Agreement	5/1/2015	Transportation Agreement for Interruptible Service Under Rate Schedule ITS Between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transportation Agreement	5/1/2015	Transportation Agreement for Interruptible Service Under Rate Schedule ITS Between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/1/2015	Exhibit A for Transportation Agreement for Interruptible Service Under Rate Schedule ITS between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC

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Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales/Purchase	6/1/1998	Crude Oil Purchase and Sale Agreement	Producers sell Crude Oil to Questor and Questor purchases Crude Oil from Producers. Producers buy back a volume of Crude Oil at HIPS Segment III tie-in equal to their monthly production sold to Questor at the Platform. by and between Fieldwood Energy LLC and Questor Pipeline Venture and Questor Pipeline Venture
MARKETING - GAS PROCESSING	10/22/1976	CONSTRUCTION/OPERATING	Agreement for the Construction and Operation of the Blue Water Gas Plant, Acadia Parish, Louisiana by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	7/1/2019	PROCESSING-FEE	between \$.15 /mmbtu to \$.10 /mmbtu depending on volume esc by and between Fieldwood Energy LLC and Arrowhead Louisiana Pipeline, LLC and Arrowhead Louisiana Pipeline, LLC
MARKETING - GAS PROCESSING	7/1/2019	PROCESSING-FEE	between \$.15 /mmbtu to \$.10 /mmbtu depending on volume esc by and between Fieldwood Energy LLC and Arrowhead Louisiana Pipeline, LLC and Arrowhead Louisiana Pipeline, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	8/1/2009	PROCESSING-Greater of Fee or POL	80%/20% POL with a minimum \$.13 /MMBtu by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	12/1/2010	1st AMENDMENT	80%/20% POL with a minimum \$.13 /MMBtu by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	11/5/2004	LETTER AGREEMENT- PROCESSING-FEE	PTR KEEP WHOLE -fee=\$.06 /MMBtu - no liquids received by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	2/1/2004	LETTER AGREEMENT- PROCESSING-FEE	PTR KEEP WHOLE -fee=\$.06 /MMBtu - no liquids received by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	9/1/2004	1st AMENDMENT PROCESSING-FEE	PTR KEEP WHOLE -fee=\$.06 /MMBtu - no liquids received by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	8/1/2004	LETTER AGREEMENT- PROCESSING-FEE	PTR KEEP WHOLE -fee=\$.06 /MMBtu - no liquids received by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	8/1/2005	GAS PROCESSING / CONDITIONING AGREEMENT	GPM: <2=80%, 2-3=82.5%, >3=85% by and between Fieldwood Energy LLC and DCP Midstream, DCP Mobile Bay Processing, LLC and DCP Midstream, DCP Mobile Bay Processing, LLC
MARKETING - GAS PROCESSING	8/1/2005	GAS PROCESSING / CONDITIONING AGREEMENT	GPM: <2=80%, 2-3=82.5%, >3=85% by and between Fieldwood Energy LLC and DCP Midstream, DCP Mobile Bay Processing, LLC and DCP Midstream, DCP Mobile Bay Processing, LLC
MARKETING - GAS PROCESSING	1/8/2019	GAS PROCESSING AGREEMENT-FEE	\$.16 /MMBTU (esc) plus electricity fee by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/8/2019	GAS PROCESSING AGREEMENT-FEE	\$.16 /MMBTU (esc) plus electricity fee by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	5/1/2009	PROCESSING AGREEMENT-GREATER of Fee or POL	92/8% or \$.08/MMBtu by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	6/29/2010	PROCESSING AGREEMENT AMENDMENT-GREATER of Fee or POL	92/8% or \$.08/MMBtu by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	10/1/2010	PROCESSING AGREEMENT-GREATER of Fee or POL	GPM; <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.

MARKETING - GAS PROCESSING	11/1/2010	PROCESSING AGREEMENT- 1ST AMENDMENT-GREATER OF Fee or POL	GPM; <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	7/24/2012	PROCESSING AGREEMENT- 2ND AMENDMENT-GREATER OF Fee or POL	GPM; <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	7/1/2011	GAS PROCESSING AGREEMENT	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	1/1/2012	FIRST AMENDMENT - GAS PROCESSING AGREEMENT	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	7/1/2011	GAS PROCESSING AGREEMENT	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	1/19/2012	FIRST AMENDMENT - GAS PROCESSING AGREEMENT	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	1/19/2012	GAS PROCESSING AGREEMENT-POL	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	1/19/2012	GAS PROCESSING AGREEMENT-POL	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	2/17/2014	FIRST AMENDMENT TO GAS PROCESSING AGREEMENT	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	2/17/2014	FIRST AMENDMENT TO GAS PROCESSING AGREEMENT	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	11/9/2004	GAS PROCESSING AGREEMENT	85/15% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/8/2007	FIRST AMENDMENT TO GAS PROCESSING AGREEMENT	85/15% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	4/1/2010	GAS PROCESSING AGREEMENT	85/15% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/12/2011	GAS PROCESSING AGREEMENT	85/15% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	4/1/2011	GAS PROCESSING AGREEMENT	85/15% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	3/16/2004	GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	3/16/2004	GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	3/1/2005	FIRST AMENDMENT TO GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	3/1/2005	FIRST AMENDMENT TO GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/2009	THIRD AMENDMENT TO GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/2009	THIRD AMENDMENT TO GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/1/1970	CONSTRUCTION/OPERATING (NI)	Agreement for the Construction and Operation of the Toca Gas Processing Plant, St. Bernard Parish, Louisiana by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/1/1970	CONSTRUCTION/OPERATING (NI)	Agreement for the Construction and Operation of the Toca Gas Processing Plant, St. Bernard Parish, Louisiana by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/25/2014	RATIFICATION AND ADOPTION OF C&O AGREEMENT	Ratification to the Agreement for the Construction and Operation of the Toca Gas Processing Plant, St. Bernard Parish, Louisiana by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/25/2014	RATIFICATION AND ADOPTION OF C&O AGREEMENT	Ratification to the Agreement for the Construction and Operation of the Toca Gas Processing Plant, St. Bernard Parish, Louisiana by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/1998	GAS PROCESSING AGREEMENT-AMENDMENT- POL	POL= 85%/15% by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	1/1/1998	GAS PROCESSING AGREEMENT-AMENDMENT- POL	POL= 85%/15% by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	5/1/2010	GAS PROCESSING AGREEMENT-AMENDMENT- POL	POL= 85%/15% by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	5/1/2010	GAS PROCESSING AGREEMENT-AMENDMENT- POL	POL= 85%/15% by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	5/1/2011	GAS PROCESSING AGREEMENT-AMENDMENT- POL	POL= 85%/15% by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	5/1/2011	GAS PROCESSING AGREEMENT-AMENDMENT- POL	POL= 85%/15% by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	9/1/2005	POL -GAS PROCESSING AGREEMENT	POL DEPENDENT ON GPM by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	9/1/2005	POL -GAS PROCESSING AGREEMENT	POL DEPENDENT ON GPM by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	9/1/2006	POL -GAS PROCESSING AGREEMENT	POL= 85%/15% by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	9/1/2011	POL -GAS PROCESSING AGREEMENT-AMENDMENT	POL DEPENDENT ON GPM PLU FEE - 77%/23% -\$.12026 by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	3/15/2020	GREATER OF FEE OR POL - GAS PROCESSING AGREEMENT	GREATER OF FEE OR POL 85%/15% OR \$.15 / MMBTU PLUS dgs FEE by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	1/1/2012	FEE GAS PROCESSING AGREEMENT	FEE - .08005 /MCF (SUBJECT TO gdp (NEVER LESS THAT .075 OR GRATER THAN \$.12 /MCF by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/2012	FEE GAS PROCESSING AGREEMENT	FEE - .08005 /MCF (SUBJECT TO gdp (NEVER LESS THAT .075 OR GRATER THAN \$.12 /MCF by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	8/1/2009	FEE GAS PROCESSING AGREEMENT	FEE - .0800 PER mcf by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	8/1/2009	FEE GAS PROCESSING AGREEMENT	FEE - .0800 PER mcf by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	8/1/2009	FEE GAS PROCESSING AGREEMENT	FEE - .0800 PER mcf by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC

MARKETING - GAS PROCESSING	8/1/2009	FEE GAS PROCESSING AGREEMENT	FEE -.0800 PER mcf by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	8/1/2009	FEE GAS PROCESSING AGREEMENT	FEE -.0800 PER mcf by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE -.0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE -.0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE -.0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE -.0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE -.0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/1/2012	POL- GAS PROCESSING AGREEMENT	pol 85% 15% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/1/2012	Gas processing Raw make purchase	Gas processing Raw make purchase by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Environmental/Govt	6/24/2019	Master Services Contract	– IT and Consulting Support for the HWCG - Fieldwood Portal for Various Exercises
Environmental/Govt	10/2/2019	Software License Agreement	IT and Consulting Support for the HWCG - Fieldwood Portal for Various Exercises
Environmental/Govt	11/19/2018	Master Service Contract	Regulatory
Environmental/Govt	11/1/2013	Master Services Contract	Platform Audits / BSEE Drawings
Environmental/Govt	10/30/2019	Master Client Agreement	Industry Standards, Analytics, and Research / Subscription Service
Environmental/Govt	11/15/2019	Order Form	Industry Standards, Analytics, and Research / Subscription Service
Land	4/1/1981	Unit Agreement No. 14-08-001-20231	Unit Agreement for the C-6/JS Sand, effective April 1,1981, between. Arco Oil and Gas,Company;Getty Oil Company, Cities Service Company, Hamilton Brothers Oil Company, Mobil Oil. Exploration &>. Producing S.E. Inc., Gulf Oil Corporation, Hunt Oil Company, Highland Resources, Inc., Hunt; Industries, and Prosper Energy Corporation.; Unit No. 891020231

None

Cash and other balances to be determined at effective date

Surety Bonds in favor of FWE Survivor:

DATE	BOND NO.	Amount	Lease	PARTIES	SURETY	BENEFICIARY
10/17/18	SUR0049418	\$631,130	ROW OCS-G16039	Talos Gulf Coast Offshore LLC; W&TOffshore Inc.; Bandon Oil and Gas, LP	Argonaut Insurance Company	Bandon Oil and Gas, LP
10/17/18	SUR0049419	\$3,455,326	OCS-G 11881	Talos Gulf Coast Offshore LLC; W&TOffshore Inc.; Bandon Oil and Gas, LP	Argonaut Insurance Company	Bandon Oil and Gas, LP
2/13/18	1149839	\$500,000	OCS-G19760	Northstar Offshore Ventures LLC	Lexon Insurance Company	Fieldwood Energy LLC
2/13/18	1149840	\$50,000	OCS-G19761	Northstar Offshore Ventures LLC	Lexon Insurance Company	Fieldwood Energy LLC

Exhibit 5A

Attachment to Plan of Merger (Exhibit 5)

Certificate of Merger (TX) (FWE)

**CERTIFICATE OF MERGER
(DOMESTIC ENTITY DIVISIONAL MERGER)
OF
FIELDWOOD ENERGY LLC**

[●], 2021

Pursuant to Title 1, Chapter 10 and Title 3 of the Texas Business Organizations Code (the “TBOC”), the undersigned, Fieldwood Energy, LLC, a Texas limited liability company (“FWE”), submits this certificate of merger for the purpose of dividing itself into a surviving domestic entity and one new domestic entity, and hereby certifies the following:

FIRST: The name of the domestic filing entity that is dividing itself is Fieldwood Energy, LLC.

SECOND: The principal place of business of FWE is 2000 W Sam Houston Pkwy S #1200, Houston, TX 77042.

THIRD: The filing number issued to FWE by the Secretary of State of the State of Texas is [●]¹.

FOURTH: FWE is organized as a limited liability company.

FIFTH: FWE shall survive the merger and shall maintain its separate existence and continue as a filing entity under the name “Fieldwood Energy III LLC” (“FWE III”).

SIXTH: In lieu of providing the plan of merger, the filing entity certifies that:

(i) An executed copy of the Agreement and Plan of Merger, dated as of [●], 2021 (the “Plan of Merger”), of FWE is on file at the principal place of business of each surviving and new domestic entity provided in this form.

(ii) On written request, a copy of the Plan of Merger will be furnished without cost by each surviving or new domestic entity to any member of any domestic entity that is a party to or created by the Plan of Merger, and any creditor or obligee of the parties to the merger at the time of the merger if a liability or obligation is then outstanding.

SEVENTH: The certificate of formation of FWE shall continue to be the certificate of formation of FWE following the merger, provided that the certificate of formation of FWE shall be amended to change the name of such entity to “Fieldwood Energy III, LLC”.

EIGHTH: The name, jurisdiction of organization, principal place of business address, and entity description of the entity to be created pursuant to the plan of merger are set forth

¹ **Note to Draft:** to be assigned upon conversion of FWE to a Texas LLC.

below. The certificate of formation of the new domestic filing entity to be created is being filed with this certificate of merger.

Name: Fieldwood Energy I LLC

Entity Description: limited liability company

Jurisdiction of Organization: Texas

Principal place of business: [●].

NINTH: The Plan of Merger has been approved, adopted, certified, executed and acknowledged as required by the TBOC and the governing documents of the filing entity.

TENTH: This document shall be effective when the document is accepted and filed by the Secretary of State of the State of Texas.

ELEVENTH: In lieu of providing the tax certificate, FWE III shall continue to be liable for the payment of all required franchise taxes of FWE III.

* * * * *

IN WITNESS WHEREOF, the undersigned has caused this certificate of merger to be duly executed as of the date first set forth above.

FIELDWOOD ENERGY, LLC
a Texas limited liability company

By: _____
Name: _____
Title: _____

Exhibit 5B

Attachment to Plan of Merger (Exhibit 5)

Certificate of Formation (TX) (Fieldwood Energy I LLC)

**Form 205
(Revised 05/11)**

Submit in duplicate to:
 Secretary of State
 P.O. Box 13697
 Austin, TX 78711-3697
 512 463-5555
 FAX: 512 463-5709
Filing Fee: \$300



This space reserved for office use.

Certificate of Formation Limited Liability Company

Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

FIELDWOOD ENERGY I LLC

The name must contain the words “limited liability company,” “limited company,” or an abbreviation of one of these phrases.

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☒ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

CAPITOL CORPORATE SERVICES, INC.

OR

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
-------------------	-------------	------------------	---------------

C. The business address of the registered agent and the registered office address is:

206 E. 9TH STREET, SUITE 1300	AUSTIN	TX	78701
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

☒ A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

☐ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

GOVERNING PERSON 1

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
-------------------	-------------	------------------	---------------

OR

IF ORGANIZATION

Organization Name

ADDRESS

<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>
----------------------------------	-------------	--------------	----------------	-----------------

GOVERNING PERSON 2				
NAME (Enter the name of either an individual or an organization, but not both.) IF INDIVIDUAL				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
OR IF ORGANIZATION				
<i>Organization Name</i>				
ADDRESS				
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

GOVERNING PERSON 3				
NAME (Enter the name of either an individual or an organization, but not both.) IF INDIVIDUAL				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
OR IF ORGANIZATION				
<i>Organization Name</i>				
ADDRESS				
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

<p>The entity is formed pursuant to a plan of merger. The name of the merging entity is Fieldwood Energy LLC.</p> <p>The address of the converting entity is 2000 W. Sam Houston Pkwy. S., Suite 1200, Houston, Texas 77042.</p> <p>The merging entity was formed on 11/5/2012 under the laws of the State of Delaware, USA.</p> <p>The merging entity was previously a Delaware limited liability company. The merger entity converted to a Texas limited liability company on [__]/[__]/2021.</p>

Organizer

The name and address of the organizer:

Name

Street or Mailing Address

City

State Zip Code

Effectiveness of Filing (Select either A, B, or C.)

- A. ☐ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☒ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

the filing of the certificate of merger of Fieldwood Energy LLC with the Secretary of State of Texas.

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: _____

Signature of organizer

Printed or typed name of organizer

Print

Reset

Exhibit 6

Fieldwood Energy I LLC Agreement

LIMITED LIABILITY COMPANY AGREEMENT

OF

FIELDWOOD ENERGY I LLC

(a Texas Limited Liability Company)

[•], 2021

THE MEMBERSHIP INTERESTS REFERENCED IN THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY APPLICABLE STATE SECURITIES LAWS. SUCH MEMBERSHIP INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AS WELL AS COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY THAT ARE SET FORTH HEREIN.

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LIMITED LIABILITY COMPANY AGREEMENT OF FIELDWOOD ENERGY I LLC

This Limited Liability Company Agreement of Fieldwood Energy I LLC, a Texas limited liability company (the “**Company**”), dated as of [●], 2021 (this “**Agreement**”), is entered into by and among the Company, the Initial Member¹ executing this Agreement as of the date hereof, and each other Person who after the date hereof becomes a Member of the Company and becomes a party to this Agreement by executing a joinder agreement in form and substance acceptable to the Company. Capitalized terms not defined where used in this Agreement shall have the meanings assigned to such terms in ARTICLE I of this Agreement.

RECITALS

WHEREAS, the Company was formed under the laws of the State of Texas by the filing of a Certificate of Formation with the Secretary of State of the State of Texas on [●], 2021 (the “**Certificate of Formation**”) for the purposes set forth in **Section 2.05** of this Agreement;

WHEREAS, pursuant to and in accordance with the Confirmation Order and the Term Sheet, respectively, and as a result of a divisive merger pursuant to § 10.008 of the BOC, the Company will own (i) the Legacy Apache Properties subject to the operational liabilities in connection therewith, including plugging and abandonment and decommissioning liabilities relating to the Legacy Apache Properties, and (ii) the equity interests of GOM Shelf;

WHEREAS, in accordance with the Term Sheet, [●] has been appointed to serve as the initial Independent Director of the Company in accordance with this Agreement; and

WHEREAS, the Initial Member wishes to enter into this Agreement to set forth the terms and conditions governing the operation and management of the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this **Section 1.01**:

“**Acceptance Notice**” has the meaning set forth in Section 7.09.

¹ NTD: Please confirm identity of Initial Member and the equity holders of the Initial Member.

“Adjusted Capital Account Deficit” means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) crediting to such Capital Account any amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i); and

(b) debiting to such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

“Adjusted Taxable Income” of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for a Fiscal Year (or portion thereof) with respect to the Membership Interest held by such Member means the federal taxable income allocated by the Company to the Member with respect to its Membership Interest (as adjusted by any final determination in connection with any tax audit or other proceeding) for such Fiscal Year (or portion thereof); provided, that such taxable income shall be computed (i) minus any excess taxable loss of the Company for any prior period allocable to such Member with respect to its Membership Interest that were not previously taken into account for purposes of determining such Member’s Adjusted Taxable Income in a prior Fiscal Year to the extent such loss would be available under the Code to offset income of the Member (or, as appropriate, the direct or indirect owners of the Member) determined as if the income and loss from the Company were the only income and loss of the Member (or, as appropriate, the direct or indirect owners of the Member) in such Fiscal Year and all prior Fiscal Years, and (ii) taking into account any special basis adjustment with respect to such Member resulting from an election by the Company under Code Section 754.

“Affiliate” means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, “control,” when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms “controlling” and “controlled” shall have correlative meanings. For the avoidance of doubt, neither Apache nor any of its Subsidiaries nor Credit Bid Purchaser nor any of its Subsidiaries shall constitute an Affiliate of the Company.

“Agreement” has the meaning set forth in the **Preamble**.

“Apache” means Apache Corporation, a Delaware corporation, and its successors or assigns.

“Applicable Law” means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

“**Approved Providers**” has the meaning set forth in Section 7.02(a).

“**BOC**” means the Texas Business Organizations Code, as amended and in effect at the time of this Agreement.

“**Book Depreciation**” means, with respect to any Company asset for each Fiscal Year, the Company’s depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be (a) if such difference is being eliminated by use of the remedial method under Treasury Regulations Section 1.704-3(d), the amount of book basis recovered for such period under the rules prescribed by Treasury Regulations Section 1.704-3(d)(2), or (b) if the remedial method is not used, an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Sole Manager in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g)(3).

“**Book Value**” means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of such Company asset as of the date of such contribution;

(b) immediately before the distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such distribution;

(c) the Book Value of all Company assets may, in the sole discretion of the Sole Manager, be adjusted to equal their respective gross Fair Market Values, as reasonably determined by the Sole Manager, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration for more than a *de minimis* Capital Contribution;

(ii) the distribution by the Company to a Member of more than a *de minimis* amount of property (other than cash) as consideration for all or a part of such Member’s Membership Interest in the Company; and

(iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

(d) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset

pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(e) if the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

“Business Day” means a day other than a Saturday, Sunday or other day on which commercial banks in the State of Texas are authorized or required to close.

“Capital Account” has the meaning set forth in [Section 3.03](#).

“Capital Contribution” means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.

“Certificate of Formation” has the meaning set forth in the [Recitals](#).

“Certificate of Termination” means a certificate to be filed upon completion of the winding up and liquidation of the Company as set forth in [Section 11.04](#), which certificate shall be in the form required by § 11.101 of the BOC.

“Code” means the Internal Revenue Code of 1986, as amended.

“Company” has the meaning set forth in the [Preamble](#).

“Company Minimum Gain” means “partnership minimum gain” as defined in Treasury Regulations Section 1.704-2(b)(2), substituting the term “Company” for the term “partnership” as the context requires.

“Confidential Information” has the meaning set forth in [Section 12.03\(a\)](#).

“Confirmation Order” means the confirmation order entered in Chapter 11 Case 20-33948, In re: Fieldwood Energy LLC, *et al*, in the United States Bankruptcy Court for the Southern District of Texas, Houston Division, in form and substance reasonably acceptable to Apache.

“Continuance” has the meaning set forth in [Section 11.01](#).

“Covered Person” has the meaning set forth in [Section 9.01\(a\)](#).

“Credit Bid Purchaser” means [_____],² a Delaware limited liability company, and its successors and assigns.

“Credit Bid Purchaser Documents” means the agreements entered into between the Credit Bid Purchaser and the Company in connection with the Plan of Reorganization, including but not limited to the Farmout Agreement, Transition Services Agreement, and the Credit Bid Purchaser Contract Services Agreement, if executed.

“Credit Bid Purchaser Contract Services Agreement” means, in the event the Credit Bid Purchaser becomes the Service Provider under Section 7.04 of this Agreement, the Contract Services Agreement to be entered into between the Credit Bid Purchaser and the Company in the form attached to the Implementation Agreement, which, if executed, will be deemed the Service Provider Agreement hereunder.

“Decommissioning Agreement” means that certain Decommissioning Agreement, dated as of September 30, 2013, by and among Apache, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, Fieldwood and GOM Shelf, as amended by (i) the First Amendment thereto dated as of September 30, 2013, (ii) the Second Amendment thereto dated as of September 30, 2013, (iii) the Third Amendment thereto dated effective as of April 25, 2017, (iv) the Fourth Amendment thereto dated effective as of September 1, 2017, as amended by that certain Letter Agreement dated January 3, 2018, and (v) the Fifth Amendment thereto dated effective as of April 11, 2018.

“Decommissioning Security” means the funds available from Trust A, the letters of credit, and the bonds from time to time outstanding pursuant to the Decommissioning Agreement or documents or instruments related thereto.

“Depletable Property” means each separate oil and gas property as defined in Section 614 of the Code.

“Divisive Merger Documents” means the certificate of division, the plan of division, the certificate of merger, and other documents filed by or on behalf of Fieldwood with respect to the Company with the Texas Secretary of State related to the divisive merger pursuant to the Plan of Merger and the formation of the Company.

“Electronic Transmission” means any form of communication, including communication by use of or participation in one or more electronic networks or databases, not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

² NTD: Name to be confirmed.

“Equity Securities” means any and all Membership Interests of the Company and any securities of the Company convertible into, exchangeable for, or exercisable for, such Membership Interests, and warrants or other rights to acquire such Membership Interests.

“Estimated Tax Amount” of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for a Fiscal Year means the Member’s Tax Amount for such Fiscal Year as estimated in good faith from time to time by the Sole Manager. In making such estimate, the Sole Manager shall take into account amounts shown on Internal Revenue Service Form 1065 filed by the Company and similar state or local forms filed by the Company for the preceding taxable year and such other adjustments as the Sole Manager reasonably determines are necessary or appropriate to reflect the estimated operations of the Company for the Fiscal Year.

“Excess Amount” has the meaning set forth in **Section 6.02(c)**.

“Fair Market Value” of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm’s length transaction, as determined in good faith by the Sole Manager on such factors as the Sole Manager, in the exercise of his or her reasonable business judgment, considers relevant.

“Farmout Agreement” means that certain Farmout Agreement of even date herewith by and between the Company and Credit Bid Purchaser in the form attached to the Implementation Agreement.

“Fieldwood” means, prior to the effectiveness of the divisive merger pursuant to the Plan of Merger, Fieldwood Energy LLC, and, from and after the effectiveness of the divisive merger pursuant to the Plan of Merger, Fieldwood Energy III, LLC, a Texas limited liability company, and its successors and assigns (excluding, for the avoidance of doubt, the Company).

“Fiscal Year” means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

“GAAP” means generally accepted accounting principles in the United States of America in effect from time to time; provided, that, notwithstanding any term or provision contained in this Agreement, GAAP will be deemed for all purposes hereof to treat leases that would have not been considered to be indebtedness in accordance with GAAP as in effect on December 31, 2017 (whether such leases were in effect on such date or are entered into thereafter) in a manner consistent with the treatment of such leases under GAAP as in effect on December 31, 2017, notwithstanding any modification or interpretative changes thereto or implementations of any such modifications or interpretative changes that may have occurred thereafter.

“GOM Shelf” means GOM Shelf LLC, a Delaware limited liability company, and its successors and assigns.

“GOM Shelf Properties” means those assets or properties owned by GOM Shelf.

“Governmental Authority” means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

“Implementation Agreement” means the [Second Amended Apache Term Sheet Implementation Agreement].

“Independent Director” means, initially, [●], or such other Person as may be designated or become the Independent Director pursuant to the terms of this Agreement. The Independent Director shall constitute a “manager” (as that term is defined in the BOC) of the Company.

“Information Notice” has the meaning set forth in Section 7.09.

“Initial Member” has the meaning set forth in the term **Member**.

“Legacy Apache Properties” means the list of assets set forth on Schedule I to the Plan of Merger.

“Legacy Apache Properties PSA” means that Purchase and Sale Agreement, dated as of July 18, 2013, between Apache and certain of its affiliates, Fieldwood and certain of its affiliates, and GOM Shelf, as such agreement has been amended.

“Lien” means any mortgage, pledge, security interest, option, right of first offer, encumbrance, or other restriction or limitation of any nature whatsoever.

“Liquidator” has the meaning set forth in **Section 11.03(a)**.

“Losses” has the meaning set forth in **Section 9.03(a)**.

“Member” means (a) each Person identified on the Members Schedule as of the date hereof as a Member and who has executed this Agreement or a counterpart thereof (each, an **“Initial Member”**); and (b) each Person who is hereafter admitted as a Member in accordance with the terms of this Agreement and the BOC, in each case so long as such Person is shown on the Company’s books and records as the owner of Membership Interests. The Members shall constitute “members” (as that term is defined in the BOC) of the Company.

“Member Nonrecourse Debt” means “partner nonrecourse debt” as defined in Treasury Regulations Section 1.704-2(b)(4), substituting the term “Company” for the term “partnership” and the term “Member” for the term “partner” as the context requires.

“Member Nonrecourse Debt Minimum Gain” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

“Member Nonrecourse Deduction” means “partner nonrecourse deduction” as defined in Treasury Regulations Section 1.704-2(i), substituting the term “Member” for the term “partner” as the context requires.

“Members Schedule” has the meaning set forth in **Section 3.01**.

“Membership Interest” means an interest in the Company owned by a Member, including such Member’s right (a) to its distributive share of Net Income, Net Losses, and other items of income, gain, loss, and deduction of the Company; (b) to its distributive share of the assets of the Company; (c) to vote on, consent to, or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the BOC. The Membership Interest of each Member shall be expressed as a percentage interest and shall be as set forth on the Members Schedule.

“Net Income” and **“Net Loss”** mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company’s taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

(f) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(g) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(I) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;

(h) any gain or loss (including Simulated Gain) resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(i) any items of depreciation, amortization, and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property’s Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g);

(j) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss;

(k) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining

Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis); and

(1) any items which are specially allocated pursuant to Section 5.02 hereof shall not be taken into account in computing Net Income or Net Loss. The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Section 5.02 hereof shall be determined by applying rules analogous to those set forth in subparagraphs (a) through (f) above.

“Nonrecourse Deductions” has the meaning set forth in Treasury Regulations Section 1.704-2(b).

“Nonrecourse Liability” has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

“Person” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

“Plan of Merger” means the Agreement and Plan of Merger of Fieldwood into the Company and Fieldwood Energy III LLC, dated as of [●], 2021, and adopted by Fieldwood .

“Plan of Reorganization” means the plan of reorganization of Fieldwood that was included in, and was confirmed by, the Confirmation Order.

“Qualified Person” has the meaning set forth in Section 7.02(a).

“Quarterly Estimated Tax Amount” of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for any calendar quarter of a Fiscal Year means the excess, if any of: (a) the product of (i) a quarter (1/4) in the case of the first calendar quarter of the Fiscal Year, half (1/2) in the case of the second calendar quarter of the Fiscal Year, three-quarters (3/4) in the case of the third calendar quarter of the Fiscal Year, and one (1) in the case of the fourth calendar quarter of the Fiscal Year and (ii) the Member’s Estimated Tax Amount for such Fiscal Year; over (b) all distributions previously made during such Fiscal Year to such Member.

“Recharacterization Mortgages” has the meaning assigned to such term in Section 6.7 of the Decommissioning Agreement.

“Regulatory Allocations” has the meaning set forth in Section 5.02(f).

“Rejection Notice” has the meaning set forth in Section 7.09.

“Related Party Agreement” means any agreement, arrangement, or understanding between or among the Company or any of its Affiliates, on the one hand, and the Independent Director, the Sole Manager or any member or officer of the Company or any of its Affiliates, or any Affiliate of the Independent Director, the Sole Manager or any member or officer of the

Company or any of its Affiliates; in each case, as such agreement may be amended, modified, supplemented, or restated in accordance with the terms of this Agreement.

“Representative” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors or lenders, counsel, accountants, and other agents of such Person.

“Restructuring Support Agreement” means the Restructuring Support Agreement, dated as of August 4, 2020, by and among (i) Fieldwood and including the Fieldwood PSA Parties (as defined therein); (ii) the Consenting FLTL Lenders (as defined therein); (iii) the Consenting SLTL Lenders (as defined therein); and (iv) Apache.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations thereunder, which shall be in effect at the time.

“Service Provider” has the meaning set forth in Section 7.04(a).

“Service Provider Agreement” has the meaning set forth in Section 7.04(a).

“Shortfall Amount” has the meaning set forth in Section 6.02(b).

“Simulated Basis” means, with respect to each Depletable Property, the Book Value of such property.

“Simulated Depletion” means, with respect to each Depletable Property, a depletion allowance computed in accordance with U.S. federal income tax principles (as if the Simulated Basis of the property were its adjusted tax basis and using simulated cost depletion) and in the manner specified in Treasury Regulations Section 1.704-1(b)(2)(iv)(k)(2), provided that the Simulated Depletion with respect to a Depletable Property shall in no event exceed the Simulated Basis of such Depletable Property.

“Simulated Gain or Loss” means the simulated gain or loss computed with respect to a sale or other disposition of any Depletable Property pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(k)(2).

“Sole Manager” has the meaning set forth in Section 7.01.

“Standby Facility” means a secured line of credit to be provided by Apache to the Company and GOM Shelf to fund the ongoing plugging and abandonment and decommissioning of the Legacy Apache Properties and the GOM Shelf Properties, which shall become available to advance funds to the Company and for use in accordance with the Standby Facility Documentation. The Standby Facility shall be secured by a first-priority lien on all the assets of the Company (including all of the equity interests of GOM Shelf) and on all the GOM Shelf Properties, provided that such lien shall also secure the obligations of the Company to Apache under the Decommissioning Agreement.

“Standby Facility Documentation” means the Standby Loan Agreement, dated as of [●], 2020, by and between the Company and GOM Shelf, as borrowers, and Apache, as lender, and all of the other agreements, documents and instruments related thereto governing or setting forth terms and conditions of the Standby Facility or of the loans/borrowings made thereunder.

“Subsidiary” means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

“Tax Advance” has the meaning set forth in [Section 6.02\(a\)](#).

“Tax Amount” of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for a Fiscal Year means the lesser of (i) the product of (a) the Tax Rate for such Fiscal Year (but not to exceed the Tax Rate applicable to C-corporations for such Fiscal Year) and (b) the Adjusted Taxable Income of the Member for such Fiscal Year with respect to its Membership Interest or (ii) the actual amount of U.S. federal, state and local income tax (including any state or local tax imposed in lieu of an income tax) paid by such Member with respect to such Fiscal Year in respect of the taxable income allocated to the Member by the Company, after taking into account all deductions available to such Member from all sources in excess of such Member’s income from other sources; *provided, however*, that if at any time Fieldwood Energy Inc. has a cash tax liability (including an estimated tax liability) on account of items of income or gain of the Company without sufficient cash on hand from a corresponding cash distribution in respect of such income or gain (all as reasonably determined by Fieldwood Energy Inc.), then the Tax Amount shall be increased such that the Company timely distributes cash sufficient to pay such tax liability.

“Tax Matters Representative” has the meaning set forth in [Section 10.04\(a\)](#).

“Tax Rate” of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for any period, means the highest effective marginal combined federal, state, and local tax rate applicable to an individual residing in Houston, Texas (or, if higher, a corporation doing business in Houston, Texas), taking into account (a) the character (for example, long-term or short-term capital gain, ordinary, or exempt) of the applicable income and (b) if applicable, the deduction under IRC Section 199A.

“Taxing Authority” has the meaning set forth in [Section 6.03\(b\)](#).

“Term Sheet” means that certain term sheet, dated July 31, 2020, among Fieldwood and certain of its Affiliates, on the one hand, and Apache and certain of its Affiliates, on the other hand.

“Transfer” means to, directly or indirectly, sell, transfer, assign, gift, pledge, encumber, hypothecate, or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option, or other arrangement or understanding with respect to the sale, transfer, assignment, gift, pledge, encumbrance, hypothecation, or similar disposition of, any Membership Interests owned by a Person or any interest (including a beneficial interest) in any Membership Interests owned by a Person. **“Transfer”** when used as a noun shall have a

correlative meaning. “**Transferor**” and “**Transferee**” mean a Person who makes or receives a Transfer, respectively.

“**Transition Services Agreement**” means the transition services agreement in form and substance attached to the Implementation Agreement and attached hereto as **Exhibit A**.

“**Treasury Regulations**” means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

“**Trust A**” means the Fieldwood Decommissioning Trust A, a Delaware statutory trust.

“**Withholding Advances**” has the meaning set forth in **Section 6.03(b)**.

Section 1.02 Interpretation. For purposes of this Agreement: (a) the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole.

The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms.

Unless the context otherwise requires, references herein: (x) to Articles, Sections, Exhibits, and Schedules mean the Articles and Sections of, and Exhibits and Schedules attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

The Exhibits and Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

ARTICLE II ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on [●], 2021, pursuant to the provisions of the BOC, upon the filing, or constructive filing with the Divisive Merger Documents, of the Certificate of Formation with the Secretary of State of the State of Texas.

(b) This Agreement shall constitute the “company agreement” (as that term is used in the BOC) of the Company. The rights, powers, duties, obligations, and liabilities of the Members, the Sole Manager and the Independent Director shall be determined pursuant to the BOC and this Agreement. To the extent that the rights, powers, duties, obligations, and liabilities of any Member, the Sole Manager or the Independent Director are different by reason of any provision of this Agreement than they would be under the BOC in the absence of such provision, this Agreement shall, to the extent permitted by the BOC, control.

Section 2.02 Name. The name of the Company is “Fieldwood Energy I LLC” or such other name or names as may be designated by the Sole Manager; provided, that the name shall always contain the words “Limited Liability Company” or “Limited Company” or an abbreviation of one of those phrases. Amendments to the Certificate of Formation or this Agreement to reflect any such name change may be made by the Sole Manager without the consent of the Members. The Sole Manager shall give prompt notice to the Members of any change to the name of the Company and any related amendment to the Certificate of Formation or this Agreement. The Company may conduct business under any assumed or fictitious name required by Applicable Law or otherwise deemed desirable by the Sole Manager.

Section 2.03 Principal Office. The principal office of the Company is located at [●], or such other place as may from time to time be determined by the Sole Manager. The Sole Manager shall give prompt notice of any such change to each of the Members and Apache.

Section 2.04 Registered Office; Registered Agent.

(a) The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Formation or such other office (which need not be a place of business of the Company) as the Sole Manager may designate from time to time in the manner provided by the BOC and Applicable Law.

(b) The registered agent for service of process on the Company in the State of Texas shall be the initial registered agent named in the Certificate of Formation or such other Person or Persons as the Sole Manager may designate from time to time in the manner provided by the BOC and Applicable Law.

Section 2.05 Purposes; Powers.

(a) The purposes of the Company are to engage in the acquisition, disposition, ownership, operation, plugging and abandonment, and decommissioning of the Legacy Apache Properties and to cause GOM Shelf to engage in the acquisition, disposition, ownership, operation, plugging and abandonment, and decommissioning of the GOM Shelf Properties, and to engage in any and all activities necessary or incidental to the foregoing purposes.

(b) At the date of this Agreement, the Company has no assets other than (i) the Legacy Apache Properties, including any accounts receivable associated with the Legacy Apache Properties accruing after the effective date of the Plan of Reorganization and any cash flow generated from the Legacy Apache Properties after the effective date of the Plan of Reorganization (such cash flow shall be reinvested and used to fund operating expenditures, to fund plugging and abandonment and decommissioning activities associated with the Legacy Apache Properties and the GOM Shelf Properties, to fund capital expenditures on the Legacy Apache Properties approved and authorized in accordance with this Agreement, and to repay amounts outstanding, if any, under the Standby Facility); (ii) 100% of the limited liability company interests or other equity interests in GOM Shelf; and (iii) the initial capitalization provided by Fieldwood pursuant to the divisive merger in an amount equal to \$50 million *minus* the actual plugging and abandonment and decommissioning expenses incurred by Fieldwood between the date of its bankruptcy petition filing on August 3, 2020, and the effective date of the Plan of Reorganization.

(c) At the date of this Agreement, the Company has no liabilities other than (i) operational liabilities accruing after the effective date of the Plan of Reorganization (including any accounts payable associated with the Legacy Apache Properties accruing after the effective date of the Plan of Reorganization), (ii) plugging and abandonment and decommissioning liabilities and obligations (A) relating to the Legacy Apache Properties and (B) of GOM Shelf relating to the GOM Shelf Properties, (iii) obligations under the Decommissioning Agreement and the Legacy Apache Properties PSA, and (iv) obligations under the Standby Facility Documentation.

(d) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the BOC.

Section 2.06 Term. The term of the Company commenced on the date the Certificate of Formation was filed with the Secretary of State of the State of Texas and shall continue in existence perpetually until the Company is terminated in accordance with the provisions of this Agreement.

ARTICLE III CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 3.01 Initial Capital Contributions. Contemporaneously with the execution of this Agreement, and pursuant to the Plan of Reorganization and as a result of a divisive merger pursuant to § 10.008 of the BOC, the Company shall have the property and assets identified in clauses (i) through (iii) in Section 2.05(b), which shall constitute the aggregate Capital Contributions made by the Initial Member. The Initial Member shall own Membership Interests in the amount set forth opposite such Member's name on Schedule A attached hereto (the "**Members Schedule**"). From and after the date of this Agreement, the Sole Manager shall maintain and update the Members Schedule upon the issuance or Transfer of any Membership Interests to any new or existing Member in accordance with this Agreement.

Section 3.02 Additional Capital Contributions. No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the consent of the Sole Manager and, in connection with an issuance of additional Membership Interests, made in compliance with Section 7.06(e). To the extent that a Member makes an additional Capital Contribution to the Company, the Sole Manager shall revise the Members Schedule to reflect an increase in the Membership Interest of the contributing Member that fairly and equitably reflects the value of its additional Capital Contribution in relation to the aggregate amount of all Capital Contributions made by the Members.

Section 3.03 Maintenance of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a “**Capital Account**”) on its books and records in accordance with this Section 3.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

- (a) Each Member’s Capital Account shall be increased by the amount of:
 - (i) such Member’s Capital Contributions, including such Member’s initial Capital Contribution and any additional Capital Contributions;
 - (ii) any Net Income or other item of income or gain allocated to such Member pursuant to ARTICLE V; and
 - (iii) any liabilities of the Company that are assumed by such Member or secured by any property distributed to such Member.
- (b) Each Member’s Capital Account shall be decreased by:
 - (i) the cash amount or Book Value of any property distributed to such Member pursuant to ARTICLE VI and Section 11.03(d);
 - (ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to ARTICLE V; and
 - (iii) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

Section 3.04 Succession Upon Transfer. In the event that any Membership Interests are Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Membership Interests and, subject to Section 5.04, shall receive allocations and distributions pursuant to ARTICLE V, ARTICLE VI, and ARTICLE XI in respect of such Membership Interests.

Section 3.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in its Capital Account, such Member shall have no obligation, during the term of the Company or upon termination or liquidation thereof, to restore such negative balance or make

any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or termination in contravention of this Agreement.

Section 3.06 No Withdrawals from Capital Accounts. No Member shall be entitled to withdraw any part of its Capital Account or to receive any distribution from the Company, except as otherwise provided in this Agreement. No Member shall receive any interest, salary, or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss, and deduction among the Members and shall have no effect on the amount of any distributions to any Members, in liquidation or otherwise.

Section 3.07 Treatment of Loans from Members. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account, other than to the extent provided in Section 3.03(a)(iii), if applicable.

Section 3.08 Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Sole Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Sole Manager may authorize such modifications without the consent of any Member.

ARTICLE IV MEMBERS

Section 4.01 No Personal Liability. Except as otherwise provided in the BOC, by Applicable Law, or expressly in this Agreement, no Member will be obligated personally for any debt, obligation, or liability of the Company or other Members, whether arising in contract, tort, or otherwise, including a debt, obligation, or liability under a judgment, decree, or order of a court, solely by reason of being a Member.

Section 4.02 No Withdrawal. So long as a Member continues to hold a Membership Interest, such Member shall not have the ability to withdraw or resign as a Member prior to the winding up and termination of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the winding up and termination of the Company shall be null and void. As soon as any Person who is a Member ceases to hold a Membership Interest, such Person shall no longer be a Member.

Section 4.03 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

Section 4.04 Certification of Membership Interests.

(a) The Sole Manager may, but shall not be required to, issue certificates to the Members representing the Membership Interests held by such Member.

(b) In the event that the Sole Manager shall issue certificates representing Membership Interests in accordance with Section 4.04(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Membership Interests shall bear a legend substantially in the following form:

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO A LIMITED LIABILITY COMPANY AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, GIFT, PLEDGE, HYPOTHECATION, ENCUMBRANCE, OR OTHER DISPOSITION OF THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH COMPANY AGREEMENT.

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, GIFTED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED EXCEPT PURSUANT TO (A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.

Section 4.05 Meetings of Members.

(a) Meetings of the Members may be called by (i) the Sole Manager or (ii) a Member or group of Members holding a majority of the Membership Interests.

(b) Written notice stating the place, date, and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than ten days and not more than 60 days before the date of the meeting to each Member, by or at the direction of the Sole Manager or the Member(s) calling the meeting, as the case may be. The Members may hold meetings at the Company's principal office or at such other place, within or outside the State of Texas, as the Sole Manager or the Member(s) calling the meeting may designate in the notice for such meeting.

(c) Any Member may participate in a meeting of the Members by means of conference telephone or other communications equipment by means of which all Persons

participating in the meeting can talk to and hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(d) On any matter that is to be voted on by Members, a Member may vote in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Member executing it unless otherwise provided in such proxy; provided, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation. In lieu of a proxy, a Member may grant an irrevocable power of attorney to conduct the affairs of such Member with respect to matters of the Company, including matters relating to the organization, internal affairs, or termination of the Company.

(e) The business to be conducted at such meeting need not be limited to the purpose described in the notice and can include business to be conducted by Members; provided, that the appropriate Members shall have been notified of the meeting in accordance with [Section 4.05\(b\)](#). Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(f) A quorum of any meeting of the Members shall require the presence, whether in person or by proxy, of the Members holding a majority of the Membership Interests. Subject to [Section 4.06](#), no action may be taken by the Members unless the appropriate quorum is present at a meeting.

(g) Subject to [Section 4.06](#), [Section 7.05](#), [Section 7.06](#), [Section 12.10](#) or any provision of this Agreement or the BOC requiring the vote, consent, or approval of a different percentage of the Membership Interests, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of the Members holding a majority of the outstanding Membership Interests.

Section 4.06 Action Without Meeting.

(a) Notwithstanding the provisions of [Section 4.05](#), any matter that is to be voted on, consented to, or approved by the Members may be taken without a meeting, without prior notice, and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members holding not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which each Member entitled to vote on the action is present and votes. A record shall be maintained by the Sole Manager of each such action taken by written consent of a Member or Members.

(b) A Member's consent may not be established by a Member's failure to object to an action in a timely manner or by any other means not explicitly provided for in this Agreement.

(c) If any action or decision permitted by this Agreement to be taken or made by less than all of the Members is taken or made by a written consent signed by less than all of the Members, the Sole Manager shall, within ten calendar days after such action is taken or such decision is made, give written notice of the action taken or the decision made to the Members who did not sign the written consent.

Section 4.07 Power of Members. The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement and the BOC. Except as otherwise specifically provided by this Agreement or required by the BOC, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company, other than to the extent that the Company has granted a power of attorney to such Member to bind the Company on such actions.

Section 4.08 Similar or Competitive Activities; Business Opportunities. Nothing contained in this Agreement shall prevent any Member or any of its Affiliates from engaging in any other activities or businesses, regardless of whether those activities or businesses are similar to or competitive with the Company. None of the Members nor any of their Affiliates shall be obligated to account to the Company or to the other Members for any profits or income earned or derived from such other activities or businesses. None of the Members nor any of their Affiliates shall be obligated to inform the Company or the other Members of a business opportunity of any type or description.

ARTICLE V ALLOCATIONS

Section 5.01 Allocation of Net Income and Net Loss. For each Fiscal Year (or portion thereof), after giving effect to the special allocations set forth in **Section 5.02**, Net Income and Net Loss of the Company shall be allocated among the Members pro rata in accordance with their Membership Interests.

Section 5.02 Regulatory and Special Allocations. Notwithstanding the provisions of **Section 5.01**:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.02(a) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member

Nonrecourse Debt Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.02(b) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Nonrecourse Deductions shall be allocated to the Members in accordance with their Membership Interests.

(d) In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations, or distributions as quickly as possible. This Section 5.02(d) is intended to comply with the "qualified income offset" requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(e) Simulated Depletion and Simulated Loss with respect to any Depletable Property shall be allocated among the Members in proportion to their shares of the Simulated Basis in such property. Each Member's share of the Simulated Basis in each of the Company's Depletable Properties shall be allocated to each Member in accordance with such Member's Membership Interest as of the time such Depletable Property is acquired by the Company, and shall be reallocated among the Members in accordance with the Members' Membership Interest as determined immediately following the occurrence of an event giving rise to any adjustment to the Book Values of the Company's oil and gas properties pursuant to the terms of this Agreement (or at the time of any material additions to the federal income tax basis of such Depletable Property).

(f) The allocations set forth in subsections Section 5.02(a), Section 5.02(b), Section 5.02(c), Section 5.02(d) and Section 5.02(e) above (the "**Regulatory Allocations**") are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this ARTICLE V (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

Section 5.03 Tax Allocations.

(a) Subject to Section 5.03(b), Section 5.03(c), and Section 5.03(d), all income, gains, losses and deductions of the Company shall be allocated, for federal, state, and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses, and deductions pursuant to Section 5.01 and Section 5.02, except

that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company's subsequent income, gains, losses, and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth in Section 5.01 and Section 5.02.

(b) Items of Company taxable income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) using such reasonable method under Treasury Regulations Section 1.704-3 as shall be determined by the Sole Manager, so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as provided in Section 1.01(c) of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value using such reasonable method under Treasury Regulations Section 1.704-3 as shall be determined by the Sole Manager.

(d) Allocations of tax credit, tax credit recapture, and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Sole Manager taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) The deduction for depletion with respect to each separate oil and gas property (as defined in Section 614 of the Code) shall, in accordance with Section 613A(c)(7)(D) of the Code, be computed for federal income tax purposes separately by the Members rather than the Company. The proportionate share of the adjusted tax basis of each oil and gas property shall be allocated to each Member in accordance with such Member's Membership Interest as of the time such oil and gas property is acquired by the Company (and any additions to such U.S. federal income tax basis resulting from expenditures required to be capitalized in such basis shall be allocated among the Members in a manner designed to cause the Members' proportionate shares of such adjusted U.S. federal income tax basis to be in accordance with their Membership Interests as determined at the time of any such additions), and shall be reallocated among the Members in accordance with the Members' Membership Interests as determined immediately following the occurrence of an event giving rise to an adjustment to the Book Values of the Company's oil and gas properties. For purposes of the separate computation of gain or loss by each Member on the taxable disposition of each oil and gas property, the amount realized from such disposition shall be allocated (i) first, to the Members in an amount equal to the Simulated Basis in such oil and gas property in proportion to their allocable shares thereof and (ii) second, any remaining amount realized shall be allocated consistent with the allocation of Simulated Gain. The allocations described in this Section 5.03(e) are intended to be applied in accordance with the Members' "interests in

partnership capital” under Section 613A(c)(7)(D) or the Code; provided, however, that the Members understand and agree that the Sole Manager may authorize special allocations of federal income tax basis, income, gain, deduction or loss, as computed for U.S. federal income tax purposes, in order to eliminate differences between Simulated Basis and adjusted U.S. federal income tax basis with respect to each oil and gas property, in such manner as determined consistent with the principles outlined in Sections 5.03(b) and 5.03(c). The provisions of this Section 5.03(e) and the other provisions of this Agreement relating to allocations under Section 613A(c)(7)(D) of the Code are intended to comply with Treasury Regulations Section 1.704-1(b)(4)(v) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. Each Member, with the assistance of the Company, shall separately keep records of its share of the adjusted tax basis in each oil and gas property, adjust such share of the adjusted tax basis for any cost or percentage depletion allowable with respect to such property and use such adjusted tax basis in the computation of its cost depletion or in the computation of its gain or loss on the disposition of such property by the Company. Upon the reasonable request of the Company, each Member shall advise the Company of its adjusted tax basis in each oil and gas property and any depletion computed with respect thereto, both as computed in accordance with the provisions of this subsection for purposes of allowing the Company to make adjustments to the tax basis of its assets as a result of certain transfers of interests in the Company or distributions by the Company. The Company may rely on such information and, if it is not provided by the Member, may make such reasonable assumptions as it shall determine with respect thereto. When reasonably requested by the Members, the Company shall provide all available information needed by such Members to comply with the record keeping requirements of this Section 5.03(e) and other applicable tax reporting obligations.

(f) Allocations pursuant to this **Section 5.03** are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member’s Capital Account or share of Net Income, Net Losses, distributions, or other items pursuant to any provisions of this Agreement.

Section 5.04 Allocations in Respect of Transferred Membership Interests. In the event of a Transfer of Membership Interests during any Fiscal Year made in compliance with the provisions of **ARTICLE VIII**, Net Income, Net Losses, and other items of income, gain, loss, and deduction of the Company attributable to such Membership Interests for such Fiscal Year shall be determined using the interim closing of the books method.

ARTICLE VI DISTRIBUTIONS

Section 6.01 General.

(a) Subject to **Section 6.02**, distributions of available cash shall be made to the Members when and in such amounts as determined by the Sole Manager and only following (i) payment of all operating expenses of the Company, including required payments under the Transition Services Agreement or the Service Provider Agreement, (ii) the repayment in full to Apache of any outstanding principal amounts borrowed by the

Company under the Standby Facility and the payment of any accrued interest or premium thereon, in each case, pursuant to the Standby Facility Documentation, (iii) the reimbursement to Apache and its Affiliates for any and all costs and expenses incurred by Apache or any of its Affiliates (A) in performing services on behalf of the Company in connection with the Legacy Apache Properties or the GOM Shelf Properties pursuant to a services contract between Apache or any of its Affiliates and the Company, (B) pursuant to the penultimate sentence of Section 12.01 in connection with evaluating any matter specified in Section 7.06 for which Apache's consent is requested or required or any proposal for prospective funding of capital expenditures pursuant to Section 7.09, and (C) pursuant to or as may be required in connection with the Decommissioning Agreement or plugging and abandonment and decommissioning of the Legacy Apache Properties or the GOM Shelf Properties, unless otherwise reimbursed in accordance with the Decommissioning Agreement, and (iv) the cessation of all production from, and completion of all plugging and abandonment and decommissioning activities on, the Legacy Apache Properties and the GOM Shelf Properties. After making all distributions required for a given Fiscal Year under Section 6.02 and repaying/paying all amounts then due and outstanding under the Standby Facility as described in the preceding sentence, distributions determined to be made by the Sole Manager pursuant to this Section 6.01(a) shall be paid to the Members in accordance with their respective Membership Interests.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to the Members (i) prior to the cessation of all production from, and completion of all plugging and abandonment and decommissioning activities on, the Legacy Apache Properties and the GOM Shelf Properties, except as provided in Section 6.02, or (ii) if such distribution would violate § 101.206 of the BOC or other Applicable Law.

Section 6.02 Tax Advances.

(a) At least three days before each date prescribed by the Code for a calendar-year corporation to pay quarterly installments of estimated tax, the Company shall use commercially reasonable efforts to distribute cash to each Member in proportion to and to the extent of such Member's Quarterly Estimated Tax Amount for the applicable calendar quarter (each such distribution, a "**Tax Advance**").

(b) If, at any time after the final Quarterly Estimated Tax Amount has been distributed pursuant to Section 6.02(a) with respect to any Fiscal Year, the aggregate Tax Advances to any Member with respect to such Fiscal Year are less than such Member's Tax Amount for such Fiscal Year (a "**Shortfall Amount**"), the Company shall use commercially reasonable efforts to distribute cash in proportion to and to the extent of each Member's Shortfall Amount. The Company shall use commercially reasonable efforts to distribute Shortfall Amounts with respect to a Fiscal Year before the 90th day of the next succeeding Fiscal Year; provided, that if the Company has made distributions other than pursuant to this Section 6.02, the Sole Manager may apply such distributions to reduce any Shortfall Amount.

(c) If the aggregate Tax Advances made to any Member pursuant to this Section 6.02 for any Fiscal Year exceed such Member's Tax Amount (an "**Excess Amount**"), such Excess Amount shall reduce subsequent Tax Advances that would be made to such Member pursuant to this Section 6.02, except to the extent taken into account as an advance pursuant to Section 6.02(d).

(d) Any distributions made pursuant to this Section 6.02 shall be treated for purposes of this Agreement as advances on distributions pursuant to Section 6.01 and shall reduce, dollar-for-dollar, the amount otherwise distributable to such Member pursuant to Section 6.01.

Section 6.03 Tax Withholding; Withholding Advances.

(a) **Tax Withholding.** Each Member agrees to furnish the Company with any representations and forms as shall be reasonably requested by the Company to assist it in determining the extent of, and in fulfilling, any withholding obligations it may have.

(b) **Withholding Advances.** The Company is hereby authorized at all times to make payments ("**Withholding Advances**") with respect to each Member in amounts required to discharge any obligation of the Company, including any obligation under Section 6225 of the Code (as determined by the Tax Matters Representative) based on the advice of legal or tax counsel to the Company) to withhold or make payments to any federal, state, local or foreign taxing authority (a "**Taxing Authority**") with respect to any distribution or allocation by the Company of income or gain to such Member and to withhold the same from distributions to such Member. Any funds withheld from a distribution by reason of this Section 6.03(b) shall nonetheless be deemed distributed to the Member in question for all purposes under this Agreement. If the Company makes any Withholding Advance in respect of a Member hereunder that is not immediately withheld from actual distributions to the Member, then the Member shall promptly reimburse the Company for the amount of such payment, plus interest at a rate equal to the prime rate published in the Wall Street Journal on the date of payment plus two percent (2.0%) per annum, compounded annually, on such amount from the date of such payment until such amount is repaid (or deducted from a distribution) by the Member (any such payment shall not constitute a Capital Contribution). Each Member's reimbursement obligation under this Section 6.03(b) shall continue after such Member transfers its Membership Interests.

(c) **Indemnification.** Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest, or penalties that may be asserted by reason of the Company's failure to deduct and withhold tax on amounts distributable or allocable to such Member. The provisions of this Section 6.03(c) and the obligations of a Member pursuant to Section 6.03(b) shall survive the termination, dissolution, liquidation, and winding up of the Company and the withdrawal of such Member from the Company or Transfer of its Membership Interests. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 6.03, including bringing a lawsuit to collect repayment with interest of any Withholding Advances.

(d) **Overwithholding.** None of the Company, the Sole Manager or the Independent Director shall be liable for any excess taxes withheld in respect of any distribution or allocation of income or gain to a Member. In the event of an overwithholding, a Member's sole recourse shall be to apply for a refund from the appropriate Taxing Authority.

Section 6.04 Distributions in Kind.

(a) Subject to Sections 6.01 and 6.02, the Sole Manager is hereby authorized, as it may reasonably determine, to make distributions to the Members in the form of securities or other property (but not including any oil and gas properties) held by the Company; provided, that Tax Advances shall only be made in cash. In any non-cash distribution, the securities or property so distributed will be distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be distributed among the Members pursuant to **Section 6.01**.

(b) Any distribution of securities shall be subject to such conditions and restrictions as the Sole Manager determines are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Sole Manager may require that the Members execute and deliver such documents as the Sole Manager may deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such distribution and any further Transfer of the distributed securities, and may appropriately legend the certificates that represent such securities to reflect any restriction on Transfer with respect to such laws.

ARTICLE VII MANAGEMENT

Section 7.01 Management of the Company. The business and affairs of the Company shall be managed, operated, and controlled by or under the direction of the Sole Manager ("**Sole Manager**"). Subject to the provisions of Section 7.06, the Sole Manager shall have, and is hereby granted, full and complete power, authority, and discretion for, on behalf of, and in the name of the Company, to take such actions as it may deem necessary or advisable to carry out any and all of the objectives and purposes of the Company.

Section 7.02 Independent Director.

(a) The Independent Director shall (i) be a natural person who is not, nor for the prior five years has been, a director, officer, employee, trade creditor or equityholder (or spouse, parent, sibling or child of any of the foregoing) of (A) Fieldwood or any Affiliate of Fieldwood or (B) any prior or current lender of Fieldwood (a natural person satisfying such condition set forth in this clause (i), a "**Qualified Person**") and (ii) be provided by Citadel SPV, Global Securitization Services, LLC, Corporation Service Company, CT Corporation, [Lord Securities Corporation],³ Wilmington Trust Company,

³ NTD: Does this entity still exist? They are now at Citadel SPV. Lord does not exist.

or, if none of those companies is then in the service of providing professional independent directors, another nationally recognized company selected by Fieldwood (or, following the divisive merger of Fieldwood pursuant to § 10.008 of the BOC, Credit Bid Purchaser) subject to Apache's prior consent, which may be given or withheld in its sole discretion (such providers collectively, the "**Approved Providers**"). [●] is the Qualified Person provided by an Approved Provider that, as of the date of this Agreement, has been appointed to serve as the initial Independent Director and has also been approved to serve as the initial Independent Director for the Company in connection with the Confirmation Order entered by the Bankruptcy Court for the Southern District of Texas before which the reorganization of Fieldwood was being conducted.

(b) The Independent Director may not be removed without Apache's prior written consent, which may be given or withheld in its sole discretion. If the Independent Director is removed with Apache's written consent or the Independent Director resigns or otherwise ceases to serve in such capacity, then the Company (acting by majority vote of its Members) shall select another Qualified Person from the Approved Providers to serve as the Independent Director.

Section 7.03 Sole Manager. The Company shall not have any officers or employees other than a Sole Manager. In accordance with the procedure for the selection of the Sole Manager set forth in the Term Sheet, [●] has been selected and designated to serve as the initial Sole Manager. The Sole Manager may not be removed without Apache's prior written consent, which may be given or withheld in its sole discretion. In the event that the Sole Manager is removed with Apache's written consent or the Sole Manager resigns or otherwise ceases to serve in such capacity, then the Sole Manager shall be selected pursuant to the following procedure: Apache and the Company (acting through the Independent Director for all purposes under this Section 7.03, who shall solicit input from Credit Bid Purchaser for all purposes under this Section 7.03) shall each provide the other with a list of three natural persons, each having a minimum of five years of relevant experience in the energy sector; and if one or more names appear on both Apache's and the Company's lists, then the Company will select, and the Member(s) shall cause the Company to select, the new Sole Manager from those common names; if, however, there are no common names between Apache's and the Company's lists, then Apache and the Company (acting through the Independent Director, who shall solicit input from Credit Bid Purchaser) shall each have the right to strike two names from the other's list, and the new Sole Manager shall be selected by the Independent Director from the remaining two names.

Section 7.04 Service Provider.

(a) Subject to the Transition Services Agreement, the Sole Manager shall hire one or more third-party service provider(s) (whether one or more, collectively, the "**Service Provider**") to perform all operations and plugging and abandonment and decommissioning activities with respect to the Company's and GOM Shelf's properties or assets in a manner consistent with the procedures set forth in this Section 7.04. The Sole Manager shall solicit and obtain a bid for the work to be performed by each Service Provider from not less than three qualified candidates, each of which must (i) have a minimum of five years of relevant experience and (ii) not be, as of such date when bids are submitted, an Affiliate of Apache;

such bids shall detail the scope, terms and conditions of the work to be performed, along with the price to be paid for the performance of such work. The Company shall share copies of each such bid received with Apache promptly following receipt thereof. Following the receipt of such bids, with Apache's prior written consent (which may be given or withheld in its sole discretion), the Sole Manager shall select the candidate whose bid contains the lowest price and best terms for the work to be performed, in view of their relevant experience (all as determined in good faith by the Sole Manager and consented to by Apache), to serve as the Service Provider, and shall cause the Company to enter into an agreement with such Service Provider (such agreement, a "**Service Provider Agreement**") to provide services contemplated in this Section 7.04; provided that, immediately prior to executing such Service Provider Agreement, the Sole Manager shall have confirmed that the proposed Service Provider satisfies the candidate qualifications detailed in clause (ii) of the immediately prior sentence (as if being considered on the date of such Service Provider Agreement rather than the date when bids are submitted), and if the proposed Service Provider does not satisfy such candidate qualifications, the Sole Manager shall then reconsider the submitted bids and select another candidate in accordance with the requirements of this sentence as if the previously selected candidate had not submitted a bid. Any Service Provider Agreement shall be in such form and contain such terms as the Sole Manager determines in good faith to be appropriate and consistent with this Section 7.04. In the event that the Sole Manager elects to remove the Service Provider or the Service Provider otherwise ceases to provide its services in such capacity, then the Sole Manager shall again bid out the work, and shall select the Person to serve as the successor Service Provider, in accordance with the foregoing procedures of this Section 7.04. The Credit Bid Purchaser shall be deemed to satisfy the requirements of a candidate for the Service Provider under this Section 7.04(a).

(b) Upon the effectiveness of the Plan of Reorganization, the Company shall enter into the Transition Services Agreement and the Farmout Agreement with Credit Bid Purchaser. Pursuant to the Transition Services Agreement, Credit Bid Purchaser shall provide transitional operations for the Company in accordance with the terms of the Transition Services Agreement. The Company and Credit Bid Purchaser (in its sole discretion) may mutually agree that Credit Bid Purchaser shall become the Service Provider, at the effective time of which the Transition Services Agreement shall terminate, and the Sole Manager shall cause the Company to enter into the Service Provider Agreement with Credit Bid Purchaser. Furthermore, as provided in the Transition Services Agreement, the Transition Services Agreement may be terminated by the Company, in its sole discretion, in accordance with the terms of the Transition Services Agreement.

Section 7.05 Actions Requiring Independent Director Consent and Service Provider. Without the prior consent of the Independent Director (which consent may be given or withheld in the sole discretion of the Independent Director), and the Company shall not do, or enter into any commitment to do, and shall not cause or permit GOM Shelf to do, or enter into any commitment to do, any of the following:

(a) amend, modify, supplement or waive the Certificate of Formation, this Agreement or any other organizational documents of the Company or its Subsidiaries;

- (b) remove or replace the Sole Manager or the Service Provider;
- (c) enter into a fundamental business transaction (as such term is defined in the BOC), including a merger, consolidation, interest exchange, conversion or sale of all or substantially all of the Company's or GOM Shelf's properties or assets;
- (d) wind-up, dissolve, liquidate or terminate the Company or any of its Subsidiaries prior to the occurrence of any event set forth in Section 11.01 or enter into a receivership or initiate a bankruptcy proceeding involving the Company or any of its Subsidiaries;
- (e) revoke a voluntary decision to wind up the Company or GOM Shelf or cancel the required winding up of the Company due to an event specified in § 11.051 of the BOC; or
- (f) reinstate the Company or GOM Shelf after termination.

Except as provided in the fourth sentence of Section 9.02(a), in exercising its rights and performing its duties under this Agreement (including pursuant to this Section 7.05), the Independent Director shall have fiduciary duties of loyalty and care similar to that of a director of a business corporation organized under the BOC.

Section 7.06 Actions Requiring Apache Consent. Without the prior written consent of Apache (which written consent may be given or withheld in Apache's sole discretion, unless expressly indicated otherwise), the Company shall not do, or enter into any commitment to do, and shall not cause or permit GOM Shelf to do, or enter into any commitment to do, any of the following:

- (a) conduct or be involved in any business or operations other than (i) operating or plugging and abandoning and decommissioning the Legacy Apache Properties, (ii) causing GOM Shelf to operate or plug and abandon and decommission the GOM Shelf Properties, and (iii) performing its obligations under the Credit Bid Purchaser Documents and the Services Provider Agreement;
- (b) purchase or farm-in any properties or assets or sell any of the Company's or GOM Shelf's properties or assets; provided that, following receipt of any such written consent from Apache to purchase or farm-in any properties or assets, other than with respect to usual and ordinary G&A and operating expenditures required to own and maintain such properties or assets, no additional funds of, or available to, the Company or GOM Shelf shall be spent with respect to such properties or assets without the prior written consent of Apache (which written consent may be given or withheld in Apache's sole discretion), provided further, however, that if any Person makes an unsolicited proposal to farm in to any of the Legacy Apache Properties or the GOM Shelf Properties on fair market terms and conditions (including fair market rates of return), then the Company shall be obligated to market (or cause GOM Shelf to market) such farm-in opportunity and accept (or cause GOM Shelf to accept) the highest and best offer for such farm-in opportunity as long as the farm-in transaction would be accretive to the Company's consolidated cash

flow, and in such instance no consent from Apache will be required if Apache has made or bid on such farm-in opportunity;

(c) farm-out any of the Company's or GOM Shelf's properties or assets; provided, however, if any Person makes an unsolicited proposal to farm in to any of the Legacy Apache Properties or the GOM Shelf Properties on fair market terms and conditions (including fair market rates of return), then the Company shall be obligated to market (or cause GOM Shelf to market) such farm-in opportunity and accept (or cause GOM Shelf to accept) the highest and best offer for such farm-in opportunity as long as the farm-in transaction would be accretive to the Company's consolidated cash flow, and in such instance no consent from Apache will be required if Apache has made or bid on such farm-in opportunity;

(d) incur indebtedness for borrowed money other than pursuant to the Standby Facility, pledge or grant Liens on any properties or assets of the Company or GOM Shelf other than those provided pursuant to the Standby Facility Documentation and the Recharacterization Mortgages, or guarantee, assume, endorse or otherwise become responsible for the obligations of any other Person; provided, however, the Company may (i) establish a working capital line of credit secured by Liens subordinated in all respects to the Liens and payment obligations provided for in the Standby Facility Documentation, (ii) draw on such line of credit solely for the business purposes specified in 7.06(a), and (iii) repay up to \$50,000,000 of such debt in the ordinary course of its business prior to repayment of the obligations secured by Liens in favor of Apache;

(e) issue additional Membership Interests or any other Equity Securities or admit additional Members to the Company, or issue additional equity interests of or admit additional members to GOM Shelf;

(f) use its free cash flow (after operating expenses, including fees paid under the Credit Bid Purchaser Documents and the Services Provider Agreement) for any purposes other than fulfilling its obligations to Apache under the Decommissioning Agreement and the Standby Facility Documentation for so long as the obligations thereunder have yet to be satisfied in full (for the avoidance of doubt, Apache's consent shall be required for any development activities proposed by Credit Bid Purchaser under the Farmout Agreement);

(g) make any loan, advance, or capital contribution or make any investment in any Person;

(h) enter into, amend, waive, or terminate any Related Party Agreement;

(i) amend, modify, supplement, restate, or waive any provision of the Certificate of Formation, this Agreement, or any other organizational documents of the Company or its Subsidiaries (and any such amendment, modification, supplement, or waiver that is attempted without Apache's prior written consent shall be void *ab initio* and without effect);

(j) engage in any activity or take any action with respect to its properties or assets, other than in the ordinary course of business;

(k) select, remove (other than for gross negligence or willful misconduct), or replace, or change the work to be performed by, the Service Provider;

(l) remove (other than for gross negligence or willful misconduct), replace, or change the powers, rights, or responsibilities of, the Sole Manager or the Independent Director;

(m) establish a Subsidiary or enter into any joint venture or similar business arrangement or enter into a transaction covered by Section 7.09;

(n) settle any lawsuit, action, dispute, or other proceeding or otherwise assume any liability or agree to the provision of any equitable relief by the Company or GOM Shelf;

(o) enter into a fundamental business transaction (as such term is defined in the BOC), including a merger, consolidation, interest exchange, conversion, or sale of all or substantially all of the Company's or GOM Shelf's properties or assets;

(p) wind-up, dissolve, liquidate, or terminate the Company or any of its Subsidiaries or initiate a bankruptcy proceeding involving the Company or any of its Subsidiaries;

(q) revoke a voluntary decision to wind up the Company or GOM Shelf or cancel the required winding up of the Company due to an event specified in § 11.051 of the BOC; or

(r) reinstate the Company or GOM Shelf after termination.

In addition to the foregoing, if (i)(A) the Company or GOM Shelf defaults on its plugging and abandonment and decommissioning obligations under the Decommissioning Agreement, (B) any Governmental Authority or any other Person seeks to cause Apache or its Affiliates to conduct plugging and abandonment or decommissioning activity that is required in accordance with Applicable Law or contract in respect of any of the Legacy Apache Properties or the GOM Shelf Properties, and (C) Apache conducts such plugging and abandonment or decommissioning activity or activities, or (ii) prior to the cessation of all production from, and completion of all plugging and abandonment and decommissioning on, the Legacy Apache Properties and the GOM Shelf Properties, any letter of credit or bond that is part of the Decommissioning Security is not renewed in a manner consistent in all respects with the existing terms of such letter of credit or bond, then the Company shall, and the Independent Director and the Sole Manager shall cause the Company to: (x) if applicable, as promptly as practicable after the Independent Director or the Sole Manager becomes aware of an event described in clause (ii) immediately above, provide written notice to Apache of the upcoming expiration of, and inability to renew, such letter of credit or bond in a manner consistent in all respects with the existing terms of such letter of credit or bond and (y) pay or reimburse Apache for the costs (which costs shall include, without limitation,

costs of compensation and benefits of officers and employees of Apache and its Affiliates that devote any of their productive time to performing or overseeing any of the plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties in accordance with the provisions on Schedule D attached hereto applied in a consistent manner as the application of COPAS procedures, which costs shall be determined in good faith by Apache based on the time spent by such employees in performing or overseeing such activities) and expenses incurred in conducting such activity or activities; provided, however, that, to the extent such costs are not direct, out-of-pocket costs incurred by Apache that are reimbursable under the Decommissioning Agreement, such costs shall be reimbursed to Apache only by draws on the Standby Facility which shall not be repaid by the Company unless and until all surety bonds and letters of credit included within Decommissioning Security have been fully utilized by Apache or it is determined in good faith by Apache that it will have no further drawings under such bonds and letters of credit.

Furthermore, the Company shall provide written notice to Apache of (i) each request or proposal the Company or GOM Shelf receives from a Person to farm in to any of the Legacy Apache Properties or the GOM Shelf Properties and (ii) each prospective joint development under the Farmout Agreement. In connection with each of the foregoing, the Company shall, and shall cause GOM Shelf to, provide Apache full and open access to all information that the Company or GOM Shelf has regarding each such opportunity.

Section 7.07 Compensation and Reimbursement of the Independent Director, the Sole Manager, the Service Provider and Credit Bid Purchaser. The Independent Director shall be compensated for the services provided by such individual as the Independent Director of the Company in the amount as specified in Schedule B attached hereto. The Sole Manager shall be compensated for the services provided by such individual as the Sole Manager of the Company in the amount as specified in Schedule C attached hereto. The Company shall reimburse the Independent Director and the Sole Manager for all ordinary, necessary, and direct third-party expenses incurred by the Independent Director and the Sole Manager, respectively, on behalf of the Company in carrying out the Company's business activities. All reimbursements for expenses shall be reasonable in amount and shall not exceed \$[●] in the aggregate for any Fiscal Year. The Service Provider shall be compensated for the services provided by the Service Provider and reimbursed for the out-of-pocket costs and expenses incurred in connection therewith as shall be set forth in the applicable Service Provider Agreement. Credit Bid Purchaser shall be compensated for its services under the Transition Services Agreement and reimbursed for the out-of-pocket costs and expenses incurred in connection therewith as set forth in the Transition Services Agreement.

Section 7.08 No Personal Liability. Except as otherwise provided in the BOC, by Applicable Law, or expressly in this Agreement, neither the Independent Director nor the Sole Manager will be obligated personally for any debt, obligation, or liability of the Company, whether arising in contract, tort, or otherwise, including a debt, obligation, or liability under a judgment, decree, or order of a court, solely by reason of being or acting as the Independent Director or the Sole Manager, as applicable.

Section 7.09 Funding Capital Expenditures. Prior to the cessation of all production from, and completion of all plugging and abandonment and decommissioning activities on, the Legacy Apache Properties and the GOM Shelf Properties, if the Company receives a proposal that the Company engage in any project that is forecast to increase production or cash flow generated from the Legacy Apache Properties or the GOM Shelf Properties (excluding any proposed development activities pursuant to the Farmout Agreement), then the Sole Manager shall, through a written notice, offer to Apache the opportunity to fund the capital expenditures related to such project on behalf of the Company on terms and subject to conditions to be mutually agreed between the Company and Apache; provided that the Company acknowledges and agrees that if any such capital expenditures are funded, in whole or in part, out of funds then available to be borrowed by the Company under the Standby Facility, any additional properties or assets obtained or that come into existence as a result of the use of such borrowed amounts under the Standby Facility, including, without limitation, any increased production or cash amounts generated thereby, shall be pledged as additional security under the Standby Facility Documentation. Such written notice provided to Apache shall include all available details about such opportunity, including, but not limited to, the forecast impact on production and cash flow from the Legacy Apache Properties or the GOM Shelf Properties, as appropriate. Apache shall have a reasonable period (not to exceed 20 Business Days) following its receipt of such written notice to provide written notice to the Company of (a) Apache's election to fund any such capital expenditures and the terms and conditions that Apache proposes to apply thereto, including whether it will fund such capital expenditure, in whole or in part, using amounts then available to be borrowed by the Company under the Standby Facility (such notice, an **"Acceptance Notice"**), (b) Apache's election not to fund any such capital expenditures (such notice, a **"Rejection Notice"**), or (c) Apache's request for additional information it requires to fully evaluate the proposed project (such notice, an **"Information Notice"**). If Apache provides a timely Acceptance Notice, then the Company and Apache shall endeavor in good faith to negotiate the proposed terms and conditions that will apply thereto, and if mutually satisfactory terms are agreed to by the Company and Apache, such terms and conditions shall be documented as promptly as practicable and the closing of such agreement and funding(s) of such capital expenditures shall occur as so agreed. If (i) Apache timely provides to the Company a Rejection Notice, (ii) Apache timely provides an Acceptance Notice but the Company and Apache are unable within 60 Business Days after the Company's receipt of the Acceptance Notice to agree upon mutually satisfactory terms and conditions applicable thereto, or (iii) Apache does not submit a timely response to the offer, then the offer for Apache to fund the capital expenditures of the Company in the applicable project shall be deemed rejected by Apache and the Company shall have 180 days within which to obtain third-party funding for such capital expenditures subject to, and in accordance with, the other terms and conditions of this Agreement (including, without limitation, Section 7.06); provided, however, if the Company is unable to obtain such funding subject to, and in accordance with, the other terms and conditions of this Agreement within such 180-day period, then the Company must again follow the procedures in this Section 7.09 and offer Apache the opportunity to fund such expenditures. If Apache timely provides the Company with an Information Notice, then the Company shall endeavor in good faith to promptly provide the requested information to Apache, and following Apache's receipt of such information, Apache shall have the right to accept or reject such offer on the terms set forth in this Section 7.09.

ARTICLE VIII TRANSFER

Section 8.01 General Restrictions on Transfer.

(a) No Member shall Transfer all or any portion of its Membership Interest in the Company without the prior written approval of:

(i) Apache and the Company prior to (A) the cessation of all production from, and completion of all plugging and abandonment and decommissioning on, the Legacy Apache Properties and the GOM Shelf Properties, (B) the repayment in full of any and all amounts outstanding under the Standby Facility and the satisfaction of all obligations under the Standby Facility Documentation, (C) the payment or reimbursement by the Company or from funds available under the Decommissioning Security of the costs (which costs shall include, without limitation, costs of compensation and benefits of officers and employees of Apache and its Affiliates that devote any of their productive time to performing or overseeing any of the plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties in accordance with the provisions on Schedule D attached hereto applied in a consistent manner as the application of COPAS procedures) and expenses incurred by Apache and its Affiliates (1) in performing any plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties or (2) pursuant to or as may be required in connection with the Decommissioning Agreement, and (D) the reimbursement to Apache and its Affiliates for any and all costs and expenses incurred by Apache or any of its Affiliates pursuant to the penultimate sentence of Section 12.01 in connection with evaluating any matter specified in Section 7.06 for which Apache's consent is requested or required; and

(ii) thereafter, the Company.

(b) Subject to Section 8.01(a), each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it shall not issue any Membership Interests:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a "publicly traded partnership" under Section 7704(b) of the Code within the meaning of Treasury Regulations Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the BOC;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or

(vi) if such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company.

(c) Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement shall be null and void *ab initio*, no such Transfer shall be recorded on the Company's books, and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Membership Interest for all purposes of this Agreement.

(d) Subject to Section 7.06(e), no Transfer of any Membership Interest to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee has executed a joinder agreement in form and substance acceptable to the Company.

(e) For the avoidance of doubt, any completed Transfer of a Membership Interest permitted by this Agreement shall be deemed a sale, transfer, assignment, or other disposal of such Membership Interest in its entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment, or other disposal of any less than all of the rights and benefits described in the definition of the term "Membership Interest."

ARTICLE IX EXCULPATION AND INDEMNIFICATION

Section 9.01 Exculpation of Covered Persons.

(a) **Covered Persons.** As used herein, the term "**Covered Person**" shall mean (i) each current or former Member; (ii) each current or former manager, officer, director (including the Independent Director), shareholder, partner, member, Affiliate, employee, agent, or Representative of each Member, and each of their Affiliates; and (iii) each manager (including the Sole Manager), officer (if any), employee (if any), agent, or Representative of the Company.

(b) **Standard of Care.** Subject to Section 9.02(a) with respect to the Independent Director, no Covered Person shall be liable to the Company or any other

Covered Person for any loss, damage, or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud or willful misconduct by such Covered Person.

(c) **Good Faith Reliance.** A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports, or statements (including financial statements and information, opinions, reports, or statements as to the value or amount of the assets, liabilities, Net Income, or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Member; (ii) one or more officers or employees of the Company; (iii) any attorney, independent accountant, appraiser, or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in § 3.102 or § 3.105 of the BOC.

Section 9.02 Liabilities and Duties of Covered Persons.

(a) **Limitation of Liability.** This Agreement, unless otherwise specifically stated herein, is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligations of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person. Notwithstanding anything to the contrary in this Article IX, to the fullest extent permitted by Applicable Law, and notwithstanding any duty otherwise existing at law or in equity, the Independent Director shall consider only the interests of the Company, including its creditors, in acting or otherwise consenting to matters requiring the consent of the Independent Director in this Agreement. Except for duties to the Company as set forth in the immediately preceding sentence (including duties to the Members and the Company's creditors solely to the extent of their respective economic interests in the Company but excluding (i) all other interests of the Members, (ii) the interests of other Affiliates of the Company, and (iii) the interests of any group of Affiliates of which the Company is a part) and in the last sentence of Section 7.05, the Independent Director shall not have any fiduciary duties to the Members or any other Person bound by this Agreement; provided, however, the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing. To the fullest extent permitted by law, the Independent Director shall not be liable to the Company, the Members or any other Person bound by this Agreement for breach of contract or breach of duties (including fiduciary duties), unless the Independent Director acted in bad faith or engaged in willful misconduct.

(b) **Duties.** Except as provided in Section 9.02(a) with respect to the Independent Director, whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

Section 9.03 Indemnification.

(a) **Indemnification.** To the fullest extent permitted by the BOC, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution, or replacement, only to the extent that such amendment, substitution, or replacement permits the Company to provide broader indemnification rights than the BOC permitted the Company to provide prior to such amendment, substitution, or replacement), the Company shall indemnify, hold harmless, defend, pay, and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines, or liabilities, and any amounts expended in settlement of any claims (collectively, "**Losses**") to which such Covered Person may become subject by reason of:

- (i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member, or any direct or indirect Subsidiary of the foregoing in connection with the business of the Company; or
- (ii) such Covered Person being or acting in connection with the business of the Company as a member, shareholder, Affiliate, manager, director, officer, employee, or agent of the Company, any Member, or any of their respective Affiliates, or that such Covered Person is or was serving at the request of the Company as a member, manager, director, officer, employee, or agent of any Person including the Company;

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud or willful and intentional misconduct, in either case as determined by a final, nonappealable order of a court of competent jurisdiction. In connection with the foregoing, the termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable

cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud or willful misconduct.

(b) **Control of Defense.** Upon a Covered Person's discovery of any claim, lawsuit, or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 9.03, the Covered Person shall give prompt written notice to the Company of such claim, lawsuit, or proceeding, provided, that the failure of the Covered Person to provide such notice shall not relieve the Company of any indemnification obligation under this Section 9.03, unless the Company shall have been materially prejudiced thereby. The Company shall be entitled to participate in or assume the defense of any such claim, lawsuit, or proceeding at its own expense. After notice from the Company to the Covered Person of its election to assume the defense of any such claim, lawsuit, or proceeding, the Company shall not be liable to the Covered Person under this Agreement or otherwise for any legal or other expenses subsequently incurred by the Covered Person in connection with investigating, preparing to defend, or defending any such claim, lawsuit, or other proceeding. If the Company does not elect (or fails to elect) to assume the defense of any such claim, lawsuit, or proceeding, the Covered Person shall have the right to assume the defense of such claim, lawsuit, or proceeding as it deems appropriate, but it shall not settle any such claim, lawsuit, or proceeding without the consent of the Company (which consent shall not be unreasonably withheld, conditioned, or delayed).

(c) **Reimbursement.** The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend, or defending any claim, lawsuit, or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 9.03; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 9.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(d) **Entitlement to Indemnity.** The indemnification provided by this Section 9.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 9.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 9.03 and shall inure to the benefit of the executors, administrators, legatees, and distributees of such Covered Person.

(e) **Insurance.** To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Sole Manager may reasonably determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person

under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(f) **Funding of Indemnification Obligation.** Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 9.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(g) **Savings Clause.** If this Section 9.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 9.03 to the fullest extent permitted by any applicable portion of this Section 9.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(h) **Amendment.** The provisions of this Section 9.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 9.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification, or repeal of this Section 9.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

Section 9.04 Survival. The provisions of this ARTICLE IX shall survive the dissolution, liquidation, winding up, and termination of the Company.

ARTICLE X ACCOUNTING; TAX MATTERS

Section 10.01 Financial Statements and Other Information. The Company shall furnish to each Member and Apache the following reports:

(a) **Annual Financial Statements.** As soon as available, and in any event within 105 days after the end of each Fiscal Year, its audited consolidated balance sheet and related consolidated statements of operations, Members' equity and cash flows as of the end of and for such year prepared under AICPA auditing standards, setting forth in each case in comparative form the figures for the previous Fiscal Year, all reported on by independent public accountants acceptable to each Member and Apache (without a "going concern" or like qualification, commentary, or exception (except to the extent that any such qualification, commentary, or exception expressly indicates that after giving effect to the

exclusion of asset retirement obligations reflected on the accompanying balance sheet, there would be no such qualification, commentary, or exception), and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the consolidated financial condition and results of operations of the Company and GOM Shelf in accordance with GAAP consistently applied;

(b) **Quarterly Financial Statements.** As soon as available, and in any event within 50 days after the end of each quarterly accounting period in each Fiscal Year (including the last fiscal quarter of the Fiscal Year), its unaudited consolidated balance sheet and related unaudited consolidated statements of operations, Members' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the current Fiscal Year, setting forth in each case in comparative form the figures for the corresponding period or periods of the previous Fiscal Year or as at the end of such period or periods, all in reasonable detail and certified by the Company as presenting fairly in all material respects the consolidated financial condition and results of operations of the Company and GOM Shelf in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes; and

(c) **Monthly Operating Data.** As soon as available, but in no event later than 15 Business Days after the end of each calendar month, a statement in a form reasonably satisfactory to each Member and Apache showing all operating data for the Company and GOM Shelf, including operating expenses and revenue for each of the Company and GOM Shelf, for such calendar month.

(d) **Operating Budget.** As soon as available, but in any event no later than 60 days after the end of each Fiscal Year of the Company, a detailed operating budget for the Fiscal Year, forecasting revenue, operating costs, and capital expenses for each fiscal quarter in form reasonably satisfactory to each Member and Apache.

(e) **Additional Information.** Promptly following any reasonable request therefor, such other information regarding the operations, business affairs and financial condition of each of the Company and GOM Shelf, as any Member or Apache may reasonably request, including, without limitation, decommissioning cost estimates and calculations.

Section 10.02 Inspection Rights. Upon reasonable notice from a Member or Apache, the Company shall afford each Member or Apache and their respective Representatives access during normal business hours to (a) the Company's properties, offices, plants, and other facilities; (b) the corporate, financial, and similar records, reports, and documents of the Company, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members or the Sole Manager or Independent Director, and to permit each Member or Apache and their respective Representatives to examine such documents and make copies thereof; and (c) any officers, senior employees, and public accountants of the Company, and to afford each Member or Apache and their respective Representatives the

opportunity to discuss and advise on the affairs, finances, and accounts of the Company with such officers, senior employees, and public accountants (and the Company hereby authorizes said accountants to discuss with such Member or Apache and their respective Representatives such affairs, finances, and accounts).

Section 10.03 Income Tax Status. It is the intent of the Company and the Members that the Company shall be treated as a partnership or a disregarded entity for U.S., federal, state, and local income tax purposes. Neither the Company nor any Member shall make an election for the Company to be classified as other than a partnership or a disregarded entity pursuant to Treasury Regulations Section 301.7701-3.

Section 10.04 Tax Matters Representative.

(a) **Appointment.** The Members hereby appoint the Sole Manager as “partnership representative” as provided in Code Section 6223(a) (the “**Tax Matters Representative**”). If any state or local tax law provides for a tax matters partner/partnership representative or Person having similar rights, powers, authority or obligations, the person designated as the Tax Matters Representative shall also serve in such capacity. To the extent required by Applicable Law, if the Tax Matters Representative is an entity, it shall appoint a “designated individual” to act on its behalf. The Tax Matters Representative can be removed at any time by a vote of Members holding a majority of the Membership Interests, and shall resign if it is no longer a Member. In the event of the resignation or removal of the Tax Matters Representative, Members holding a majority of the Membership Interests shall select a replacement Tax Matters Representative.

(b) **Tax Examinations and Audits.** The Tax Matters Representative is authorized and required to represent the Company (at the Company’s expense) in connection with all examinations of the Company’s affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Tax Matters Representative shall promptly notify the Members in writing of the commencement of any tax audit of the Company, upon receipt of a tax assessment and upon receipt of a notice of final partnership adjustment, and shall keep the Members reasonably informed of the status of any tax audit and resulting administrative and judicial proceedings. Without the consent of Members holding a majority of the Membership Interests, the Tax Matters Representative shall not extend the statute of limitations, file a request for administrative adjustment, file suit relating to any Company tax refund or deficiency or enter into any settlement agreement relating to items of income, gain, loss or deduction of the Company with any Taxing Authority.

(c) **US Federal Tax Proceedings.** The Members acknowledge that the Company may elect the application of Section 6226 of the Code. This acknowledgement applies to each Member whether or not the Member owns an interest in the Company in both the reviewed year and the year of the tax adjustment. In the event that the Company elects the application of Section 6226 of the Code, the Members agree and covenant to take into account and report to the Internal Revenue Service (or any other applicable taxing

authority) any adjustment to their tax items for the reviewed year of which they are notified by the Company in a written statement, in the manner provided in Section 6226(b) of the Code, whether or not the Member owns any interest in the Company at such time. Any Member that fails to report its share of such adjustments on its tax return, agrees to indemnify and hold harmless the Company and the Tax Matters Representative from and against any and all losses, costs, liabilities and expenses related to taxes (including penalties and interest) imposed on the Company as a result of the Member's inaction. If the Company is required to pay the assessment of the imputed underpayment under Section 6225(a)(1) of the Code or similar provisions of state law, any taxes, penalties, and interest payable by the Company shall be treated as attributable to the Members, and, to the extent possible, the Tax Matters Representative shall allocate the burden of any such amounts to those Members to whom such amounts are reasonably attributable taking into account the Member's or former Member's allocable share of taxable income or loss with respect to the Fiscal Year to which such assessment pertains and adjustments that may have been made in computing the imputed underpayment. To the extent that any such amount is payable by the Company, at the option of the Tax Matters Representative, such amount shall be recoverable from such Member as provided in Section 6.03(c). The provisions contained in this Section 10.04 shall survive the dissolution, termination or liquidation of the Company, the withdrawal of any Member or the transfer of any Member's interest in the Company and apply to unadmitted assignees of a Member Interest who may be considered current or former partners of the Company for federal tax purposes.

(d) **Tax Returns.** Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return.

(e) **Section 754 Election.** The Tax Matters Representative will make an election under Code Section 754, if the Company is to be taxed as a partnership for federal tax purposes.

(f) **Indemnification.** The Company shall defend, indemnify, and hold harmless the Tax Matters Representative against any and all liabilities sustained as a result of any act or decision concerning Company tax matters and within the scope of responsibilities as Tax Matters Representative, so long as such act or decision was done or made in good faith and does not constitute gross negligence or willful misconduct.

Section 10.05 Tax Returns. At the expense of the Company, the Sole Manager (or any officer of the Company that it may designate pursuant to this Agreement) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. As soon as reasonably possible after the end of each Fiscal Year, the Sole Manager or any designated officer of the Company, as applicable, will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065, if applicable, and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state, and local income tax returns for such Fiscal Year.

Section 10.06 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Sole Manager, in such checking, savings, or other accounts, or held in its name in the form of such other investments as shall be designated by the Sole Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of the Sole Manager, or any officer or officers of the Company that may be designated by the Sole Manager, as applicable, pursuant to this Agreement.

ARTICLE XI WINDING UP AND TERMINATION

Section 11.01 Events Requiring Winding Up. The Company shall begin to wind up its business and affairs only upon the occurrence of any of the following events (in each case, subject to the applicable provisions of Section 7.06):

- (a) upon the cessation of all production from, and completion of all plugging and abandonment and decommissioning on, the Legacy Apache Properties and the GOM Shelf Properties;
- (b) the occurrence of a nonwaivable event under the terms of the BOC which requires the winding up of the Company after its termination unless a Continuance occurs in respect of such event; or
- (c) the entry of a judicial decree ordering winding up and termination under § 11.314 of the BOC in proceedings of which Apache has been given notice and an opportunity to participate.

Notwithstanding the occurrence of an event referenced in Section 11.01(b), if the Company is permitted prior to the termination of its existence in accordance with the BOC to revoke a winding up upon the occurrence of such event and each of Apache, the Sole Manager, and the Independent Director provide their prior written consent to such revocation, then, to the extent so permitted under the BOC and in the manner provided therein, the Company's existence shall be continued (the revocation of such a winding up and continuance of the Company, a "**Continuance**").

Section 11.02 Effectiveness of Termination. The Company shall begin to wind up its business and affairs as soon as reasonably practicable upon the occurrence of an event described in Section 11.01 (if such event has not been revoked or cancelled), but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 11.03, and the Certificate of Termination shall have been filed as provided in Section 11.04.

Section 11.03 Liquidation. If the Company is to be terminated pursuant to Section 11.01, the Company shall be liquidated and its business and affairs wound up in accordance with the BOC and the following provisions:

(a) **Liquidator.** The Sole Manager shall act as liquidator to wind up the Company (the “**Liquidator**”); provided, however, that if there is then a vacancy in the position of the Sole Manager or the Sole Manager is not willing to act as the Liquidator, the Members shall appoint a person to act as the Liquidator. The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company’s assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) **Accounting.** As promptly as possible after the event requiring winding up and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company’s assets, liabilities, and operations through the last day of the calendar month in which such event occurs or the final liquidation is completed, as applicable.

(c) **Notice.** The Liquidator shall deliver to each known claimant of the Company the notice required by § 11.052 of the BOC.

(d) **Distribution of Proceeds.** The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) First, to the payment of all of the Company’s debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) Second, to Trust A until the aggregate funds in Trust A are in an amount equal to 125% of the then Remaining Decommissioning (as defined in the Decommissioning Agreement);

(iii) Third, to the establishment of and additions to other reserves that are determined by the Liquidator to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iv) Fourth, to the Members in accordance with the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the Company occurs.

(e) **Discretion of Liquidator.** Notwithstanding the provisions of **Section 11.03(d)** that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in **Section 11.03(d)**, if upon winding up of the Company the Liquidator reasonably determines that an immediate sale of part or all of the Company’s assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities, Trust A, and reserves, and may, upon approval of holders of a majority of the outstanding Membership Interests, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of **Section 11.03(d)**, undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distribution

in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Fair Market Value.

Section 11.04 Certificate of Termination. Upon completion of the distribution of the assets of the Company as provided in Section 11.03(d) hereof, the Liquidator or other such officer shall execute and cause to be filed a Certificate of Termination in the State of Texas and shall cause the cancellation of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Texas and shall take such other actions as may be necessary to terminate the Company. Upon acceptance of the Certificate of Termination by the Texas Secretary of State, the Company shall be terminated.

Section 11.05 Survival of Rights, Duties, and Obligations. Dissolution, liquidation, winding up, or termination of the Company for any reason shall not release any party from any Loss that at the time of such dissolution, liquidation, winding up, or termination already had accrued to any other party or thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up, or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish, or otherwise adversely affect any Member's right to indemnification pursuant to Section 9.03.

Section 11.06 Recourse for Claims. Each Member shall look solely to the assets of the Company for all distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss, and other items of income, gain, loss, and deduction, and shall have no recourse therefor (upon termination or otherwise) against the Liquidator, the Independent Director, or any other Member.

ARTICLE XII MISCELLANEOUS

Section 12.01 Expenses. Except as otherwise expressly provided herein, in the Restructuring Support Agreement, or in the Confirmation Order, all costs and expenses, including fees and disbursements of counsel, financial advisors, and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses. In addition to the immediately preceding sentence and the payment or reimbursement to Apache and its Affiliates for the costs and expenses of performing any plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties as provided in the final paragraph of Section 7.06, from time to time as Apache evaluates any matter specified in Section 7.06 for which its consent is requested or required or any proposal for prospective funding of capital expenditures pursuant to Section 7.09, the Company shall reimburse Apache for all costs and expenses incurred in connection therewith, with such reimbursement to be made regardless of whether Apache consents to such matter or provides an Acceptance Notice, Rejection Notice, or Information Notice to the Company with respect to such proposal. Apache's costs shall include, without limitation, third-party costs and the reimbursable costs of compensation and benefits of employees of Apache and its Affiliates who devote

productive time to evaluating any matter specified in Section 7.06 for which the consent of Apache is requested or required or any proposal for prospective funding of capital expenditures pursuant to Section 7.09, which costs shall be determined in good faith by Apache based on the time spent by such employees in conducting such evaluation. The reimbursement to be made pursuant to the immediately preceding sentences shall be made within 30 days of the Company's receipt of a statement from Apache specifying the costs to be so reimbursed.

Section 12.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances, and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 12.03 Confidentiality.

(a) Each Member acknowledges that, during the term of this Agreement, it will have access to and become acquainted with trade secrets, proprietary information, and confidential information belonging to the Company and its Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements, and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists, or other business documents that the Company treats as confidential, in any format whatsoever (including oral, written, electronic, or any other form or medium) (collectively, "**Confidential Information**"). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense, and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing its investment in the Company) at any time, including, without limitation, use for personal, commercial, or proprietary advantage or profit, either during its association with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss, and theft.

(b) Nothing contained in **Section 12.03(a)** shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories, or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to the other Members; or (vi) to such Member's Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the

provisions of this Section 12.03 as if a Member; or (vii) to any potential Transferee in connection with a proposed Transfer of Membership Interests from such Member, as long as such potential Transferee agrees in writing to be bound by the provisions of this Section 12.03 as if a Member before receiving such Confidential Information; provided, that in the case of clause (i), (ii), or (iii), such Member shall notify the Company and other Members of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Members) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 12.03(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iii) becomes available to such Member or any of its Representatives on a non-confidential basis from a source other than the Company, the other Members, or any of their respective Representatives, provided, that such source is not known by the receiving Member to be bound by a confidentiality agreement regarding the Company.

(d) The obligations of each Member under this Section 12.03 shall survive for so long as such Member remains a Member, and for three years following the earlier of (i) termination, dissolution, liquidation, and winding up of the Company; (ii) the withdrawal of such Member from the Company; or (iii) such Member's Transfer of its Membership Interests; provided that with respect to Confidential Information that constitutes a trade secret under Applicable Law, the obligations of each Member under this Section 12.03 shall survive until, if ever, such Confidential Information loses its trade secret protection other than due, directly or indirectly, to an act or omission of the Member.

Section 12.04 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given:

- (a) when delivered by hand (with written confirmation of receipt);
- (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or
- (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.04):

If to the Company: Fieldwood Energy I LLC
[COMPANY ADDRESS]
Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

with a copy to: Hunton Andrews Kurth LLP
(which shall not 600 Travis Street
constitute notice) Suite 4200
Houston, TX 77002
Attention: G. Michael O’Leary

If to the Independent Director: [INDEPENDENT DIRECTOR ADDRESS]
Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

with a copy to: Hunton Andrews Kurth LLP
(which shall not 600 Travis Street
constitute notice) Suite 4200
Houston, TX 77002
Attention: G. Michael O’Leary

If to a Member: To the Member’s respective mailing address as set forth on the Members Schedule.

Section 12.05 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

Section 12.06 Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 9.03(g), upon such determination that any term or other provision is invalid, illegal, or unenforceable, this Agreement shall be modified automatically so as to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible, legal, and enforceable.

Section 12.07 Entire Agreement. This Agreement, together with the Certificate of Formation and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

Section 12.08 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Section 12.09 No Third-Party Beneficiaries. Except (a) with respect to certain rights reserved to Apache as set forth in this Agreement, which shall be for the benefit of and enforceable by Apache, and (b) as provided in **ARTICLE IX**, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors, and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 12.10 Amendment. Subject to Sections 2.02 and 7.06(i), no provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and the Members holding a majority of the Membership Interests. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to the Members Schedule following any new issuance, redemption, repurchase, or Transfer of Membership Interests in accordance with this Agreement may be made by the Independent Director without the consent of or execution by the Members.

Section 12.11 Waiver. No waiver by any party or Apache of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving or Apache, respectively. No waiver by any party or Apache shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. For the avoidance of doubt, nothing contained in this **Section 12.11** shall diminish any of the explicit and implicit waivers described in this Agreement.

Section 12.12 Governing Law. All issues and questions concerning the application, construction, validity, interpretation, and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Texas.

Section 12.13 Submission to Jurisdiction. The parties hereby agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be brought in the federal courts of the United States of America or the courts of the State of Texas, in each case located in Harris County and in Houston, Texas. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding in any such court or that any such suit, action, or proceeding that is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice, or other document by registered mail to the address set forth in **Section 12.04** shall be effective service of process for any suit, action, or other proceeding brought in any such court.

Section 12.14 Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 12.15 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties or Apache, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto and Apache shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 12.16 Attorney's Fees. In the event that any party or third-party beneficiary hereto institutes any legal suit, action, or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party or third-party beneficiary in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by it in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

Section 12.17 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in **Section 9.02** to the contrary.

Section 12.18 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

The Company:

FIELDWOOD ENERGY I LLC,
a Texas limited liability company

By: _____
[NAME]
[TITLE]

The Initial Member:

[_____]
a [_____]

By: _____
[NAME]
[TITLE]

Signature Page to Limited Liability Company Agreement of
Fieldwood Energy I LLC

EXHIBIT A

FORM OF TRANSITION SERVICES AGREEMENT

Exh. A-1

SCHEDULE A

MEMBERS SCHEDULE

Member Name, and Address	Capital Contribution	Membership Interest
[_____] [ADDRESS]	\$(AMOUNT)	100%
Total:	\$(AMOUNT)	100%

SCHEDULE B
INDEPENDENT DIRECTOR'S COMPENSATION

[To be the market compensation needed to attract a qualified candidate to accept the position.]

SCHEDULE C

SOLE MANAGER'S COMPENSATION

[To be the market compensation needed to attract a qualified candidate to accept the position.]

SCHEDULE D

ACCOUNTING PROCEDURES FOR APACHE OFFICERS AND EMPLOYEES

I. DIRECT CHARGES

1. LABOR

A. Salaries and wages, including incentive compensation programs as set forth in COPAS MFI-37 (“Chargeability of Incentive Compensation Programs”), for:

(1) Apache’s field employees directly employed on-site in the conduct of plugging and abandonment and decommissioning activities with respect to the applicable Legacy Apache Property or the GOM Shelf Property, and

(2) Apache’s employees providing First Level Supervision.

Charges for Apache’s employees identified in Section I.1.A may be made based on the employee’s actual salaries and wages, or in lieu thereof, a day rate representing Apache’s average salaries and wages of the employee’s specific job category.

Charges for personnel chargeable under this Section I.1.A who are foreign nationals shall not exceed comparable compensation paid to an equivalent U.S. employee pursuant to this Section I.1.

B. Apache’s cost of holiday, vacation, sickness, and disability benefits, and other customary allowances paid to employees whose salaries and wages are chargeable under Section I.1.A, excluding severance payments or other termination allowances. Such costs under this I.1.B may be charged on a “when and as-paid basis” or by “percentage assessment” on the amount of salaries and wages chargeable under Section I.1.A. If percentage assessment is used, the rate shall be based on Apache’s cost experience.

C. Expenditures or contributions made pursuant to assessments imposed by governmental authority that are applicable to costs chargeable under Sections I.1.A and B.

D. Personal expenses of personnel whose salaries and wages are chargeable under Section I.1.A when the expenses are incurred in connection with directly chargeable activities.

E. Apache’s cost of established plans for employee benefits, as described in COPAS MFI-27 (“Employee Benefits Chargeable to Joint Operations and Subject to Percentage Limitation”), applicable to Apache’s labor costs chargeable under Sections I.1.A and B based on Apache’s actual cost not to exceed 40%.

F. Award payments to employees, in accordance with COPAS MFI-49 (“Awards to Employees and Contractors”) for personnel whose salaries and wages are chargeable under Section I.1.A.

II. OVERHEAD

As compensation for costs not specifically identified as chargeable pursuant to Section I (Direct Charges), Apache shall be reimbursed in accordance with this Section II.

Functions included in the overhead rates regardless of whether performed by Apache, Apache’s Affiliates or third parties and regardless of location, shall include, but not be limited to, costs and expenses of:

- design and drafting
- inventory costs
- procurement
- administration
- accounting and auditing
- human resources
- management
- supervision not directly charged under Section I.1 (Labor)
- in-house legal services
- taxation
- preparation and monitoring of permits and certifications; preparing regulatory reports; appearances before or meetings with governmental agencies or other authorities having jurisdiction over the applicable Legacy Apache Property or GOM Shelf Property, other than on-site inspections.

Overhead charges shall include the salaries or wages plus applicable payroll burdens, benefits, and personal expenses of personnel performing overhead functions, as well as office and other related expenses of overhead functions.

To compensate Apache for overhead costs incurred in connection with any particular plugging and abandonment or decommissioning project conducted on any applicable Legacy Apache Property or GOM Shelf Property, the following overhead rates shall be applied to those costs incurred in the performance of such plugging, abandonment, and decommissioning activities:

- (1) 5% of total costs if such costs are less than \$100,000; plus
- (2) 3% of total costs in excess of \$100,000 but less or equal to \$1,000,000; plus
- (3) 2% of total costs in excess of \$1,000,000.

Total cost shall mean the gross cost of any one project

Exhibit 7

ST 308 Bond Form

PERFORMANCE BOND**Bond Number:** _____**KNOW ALL MEN BY THESE PRESENTS:**

That we, [Fieldwood Energy II LLC, a Texas limited liability company] with its principal office at [_____] (hereinafter called the “**Principal**”) and [_____] with its principal mailing address at [_____] (hereinafter called the “**Surety**”) are held and firmly bound unto Apache Corporation, with its principal office at 2000 Post Oak Blvd., Suite 100, Houston, TX 77056 (hereinafter called the “**Obligee**”), in the penal sum of Thirteen Million Two Hundred Thousand and 00/100 Dollars (\$13,200,000.00) (the “**Amount**”) lawful money of the United States of America for the payment of which penal sum the Principal and the Surety bind themselves, their successors and assigns, jointly, severally, and in solido, firmly by these presents.

WHEREAS, pursuant to the terms of that certain [_____] dated effective _____ by and between Fieldwood Energy LLC (“**Fieldwood**”) and Principal (the “**Purchase Agreement**”), Principal acquired from Fieldwood certain interests in the lease described on Exhibit “A” attached hereto and in the wells, facilities, platforms, structures, pipelines, and associated equipment located thereon (such interests so acquired collectively, the “**Property**”); and

WHEREAS, in accordance with the terms of the Purchase Agreement and the documents executed in connection therewith, Principal (i) assumed the obligations attributable to the Property to perform and complete the plugging, abandonment, decommissioning, and site clearance for the Properties in compliance with all applicable law, rules, and regulations (the “**P&A Obligations**”) (for the avoidance of doubt, the P&A Obligations do not include any obligations of, or any obligations attributable to the interests of, Apache Shelf Exploration LLC or any other current co-owner or their successors or assigns in the Property other than Principal), including but not limited to, the rules and regulations of the Bureau of Ocean Energy Management (“**BOEM**”), the Bureau of Safety and Environmental Enforcement (“**BSEE**”), and their respective successor agencies and (ii) agreed to deliver to Obligee this Performance Bond to secure the performance of the P&A Obligations;

NOW THEREFORE, notwithstanding anything contained herein to the contrary, if the P&A Obligations are satisfied (as evidenced by providing to Obligee evidence reasonably acceptable to Obligee reflecting that the P&A Obligations have been fully performed, satisfied, and extinguished, together with an affidavit signed by an officer of Principal attesting to such performance), then this Bond and the obligations hereunder shall be null and void; otherwise, this Bond shall remain in full force and effect in the amount hereof; provided that if Principal performs or causes to be performed operations and activities to satisfy any part of the P&A Obligations, then following BSEE’s approval of the performance of such operations or activities, the Amount will be automatically reduced to an amount equal to the lesser of (i) the Amount or (ii) one hundred twenty-five percent (125%) of BSEE’s then current decommissioning cost estimate for the remaining P&A Obligations.

FURTHERMORE, if as to any Property, a Principal Default, as defined below, occurs and is not cured and Obligee is required by BOEM, BSEE, or any governmental authority, to perform any of the P&A Obligations (or a demand is made upon Obligee by a co-obligor of Principal to perform or contribute toward the costs of performing any of the P&A Obligations following such Principal Default and

Obligee is required by law or contract to so perform or contribute), then prior to any performance by Obligor of any such P&A Obligations (or payment of Obligor to such co-obligor of a share of the estimated costs of performing such P&A Obligations if such demand for such payment is made on Obligor), Surety agrees to pay to Obligor an amount reasonably estimated by Obligor as necessary or appropriate to perform such P&A Obligations (or to pay its share of the estimated costs of such P&A Obligations if such demand is made by such co-obligor following such failure) in an amount up to, but not exceeding, the Amount. The Amount shall be automatically reduced by any and all amounts paid by Surety to Obligor.

FURTHERMORE, it is agreed that the Surety shall have no obligation to the Principal, the Obligor, or any other person or entity for any loss suffered by the Principal, the Obligor, or any other person or entity by reason of acts or omissions for which Obligor receives payment from the Principal's general liability insurance, products liability insurance, or completed operations insurance. In no event shall the Surety be obligated to incur Surety Costs and/or pay, in the aggregate, for all claims hereunder, an amount exceeding the Amount.

It is further agreed that the Surety shall not be liable for any hold harmless and/or indemnification agreements entered into by the Principal in relation to personal injury or property damage or any other loss sustained by third parties in any way connected to or arising out of the work and/or operations of any party in forming the P&A Obligations.

If Principal fails to perform any of the P&A Obligations in accordance with the terms of the Purchase Agreement and/or any applicable laws, rules, regulations, or governmental orders (or to pay its share of the estimated costs for the P&A Obligations if demand is made by the Principal's co-obligor which share is otherwise payable by Obligor upon Principal's failure to pay) then Principal shall have thirty (30) days following receipt of notice of default from Obligor in which to fully cure or remedy such default, provided that the Surety shall have the option to either cure or remedy such default within such thirty (30) day period by hiring a contractor (subject to Obligor's prior, reasonable written approval) to perform such P&A Obligations in accordance with the terms and conditions of the Purchase Agreement and all applicable laws, rules, regulations, or governmental orders (any such costs incurred by the Surety to so cure or remedy such default, the "***Surety Costs***") or by making payment to Obligor for such P&A Obligations in an amount reasonably estimated by Obligor as necessary or appropriate to perform such P&A Obligations (or to pay its share of the estimated costs for such P&A Obligations if demand is made by the Principal's co-obligor in connection with such co-obligor's performance of such P&A Obligations) in an amount up to, but not exceeding, the Amount. Obligor agrees to provide Surety with a copy of each such default notice. If the default covered by such default notice is not cured or remedied within such thirty (30) day period then upon the expiration of such thirty (30) day period such default shall constitute a "***Principal Default***" for purposes of this Bond.

No amendment of or supplement to the terms or provisions of the Purchase Agreement, the agreements and instruments entered into in association therewith, or the exhibits or schedules attached thereto shall release the Principal and the Surety or any of them from their liability under this Performance Bond, notice to the Surety of any such amendment or supplement being hereby waived.

No (i) assignment of the Purchase Agreement, the agreements and instruments entered into in association therewith, or of the Properties by the Principal, its successors and assigns, (ii) delay, neglect or failure of the Obligor to proceed promptly to enforce any rights it might have against Principal under the Purchase Agreement or otherwise or to proceed promptly in the premises in case of any default on the part of the Principal, (iii) lack of enforceability or other defense or offset right in respect of any

obligation of Principal or any right to Obligee under the Purchase Agreement or otherwise in respect of the P&A Obligations, or (iv) the insolvency, bankruptcy, or receivership of Principal, shall in any degree relieve the Principal and the Surety or any of them of their obligations under this Performance Bond; and Principal and Surety hereby waive any defense or argument they may in relation to their obligations under this Performance Bond in connection with any of the foregoing.

HOWEVER, if upon assignment of the Property or any part thereof by the Principal, its successors, or assigns, the Principal shall cause its assignee (i) to post security with Obligee, in a form and amount reasonably satisfactory to Obligee and otherwise containing terms and issued by the parties that are reasonably satisfactory to Obligee (including terms no less favorable in the aggregate to Obligee than those contained in this Performance Bond and from a surety or other party issuing the applicable security having a [S&P rating of A- or better or an A.M. Best rating of A- or better and, in either case, listed on the Federal Register as acceptable to the U.S. Treasury to issue bonds for U.S. government obligees (T-listed)]) and (ii) to assume (in a written instrument approved by Obligee) all P&A Obligations, then the Obligee will accept such security in lieu of this Bond and issue an unconditional release of the Bond within thirty (30) days of Obligee's acceptance of such other security.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, in the event one or more dual obligee bonds in favor of Obligee and the United States of America acting through and by the Bureau of Ocean Energy Management ("**BOEM**") (i) are delivered to BOEM and Obligee, (ii) contain terms no less favorable in the aggregate to Obligee than those contained in this Performance Bond, (iii) are issued by a surety having a [S&P rating of A- or better or an A.M. Best rating of A- or better and, in either case, listed on the Federal Register as acceptable to the U.S. Treasury to issue bonds for U.S. government obligees (T-listed)]), (iv) cover all or part of the P&A Obligations, and (v) do not cover any other obligations (other than the P&A Obligations) such that the penal sum of such bond could be reduced as a result of the satisfaction or reduction of such other obligations, then the Amount of this Performance Bond shall automatically be reduced to the positive difference, if any, between the current Amount and the penal sum of such dual obligee bond(s).

No right or action shall accrue on this Performance Bond to or for the use of any person or corporation other than the Principal, the Obligee, and their respective heirs, executors, administrators, successors, and assigns.

This Performance Bond may not be amended, supplemented, or modified except pursuant to a written instrument duly executed by the Principal, Surety, and Obligee. No course of conduct, dealing, or performance shall amend, supplement, or modify this Performance Bond unless incorporated into a written instrument referenced in the preceding sentence.

This Bond shall be governed by and construed in accordance with the laws of the State of Texas, excluding its conflicts of laws rules and principles. Principal, Surety, and Obligee agree that any dispute arising out of this Performance Bond shall be brought and heard exclusively in the state or federal courts sitting in Harris County, Texas, and all of them irrevocably consent to the jurisdiction of said courts and do hereby waive any objections they may have to the laying of venue in such courts, including objections based upon grounds that such venue is inconvenient.

The Obligee will issue a release of this Bond within a reasonable time period following the earlier to occur of (i) its receipt of satisfactory evidence of the full performance, satisfaction, and extinguishment of the P&A Obligations in accordance with all applicable laws, rules, regulations, and orders, (ii) the full performance by Surety of its obligations under this Bond and (iii) the incurrence of Surety Costs and/or the making of payments by the Surety under the Bond of an amount equal to the Amount, in each case,

no later than thirty (30) days after Obligee's receipt of evidence reasonably satisfactory to Obligee reflecting that the P&A Obligations have been fully performed, satisfied, and extinguished in accordance with all applicable laws, rules, regulations, and orders, which evidence shall include a report from the proper regulatory authority reflecting such performance, and an affidavit signed by an officer of the Principal attesting to such performance.

Notwithstanding anything herein to the contrary, Obligee will issue a release of this Bond within a reasonable time period following the reduction of the Amount to zero.

The Principal and the Surety agree that, notwithstanding any termination of any of the leases or rights of way that may comprise any part of the Properties, whether pursuant to their terms, by operation of law, or otherwise, this Performance Bond shall remain in full force and effect until the earlier of to occur of (i) all P&A Obligations having been truly and faithfully performed, satisfied, and extinguished, (ii) the full performance by Surety of its obligations under this Bond and (iii) Surety incurring Surety Costs and/or making payments under this Bond in an amount equal to the Amount.

Surety represents that it (i) is duly authorized by the proper public authorities to transact the business of indemnity and suretyship in the state where it executed this Performance Bond, and represents that it is qualified to be surety and guarantor on bonds and undertakings, which certificate has not been revoked; (ii) has duly executed a power of attorney, appointing the hereinafter named representative as its duly authorized deputy, as the true and lawful attorney-in-fact of such Surety, upon whom may be served all lawful process in any action or processing against such Surety in any court or before any officer, arising out of or founded upon this Performance Bond or any liability hereunder; and (iii) does hereby agree and consent that such service, when so made, shall be valid service upon it, and that such appointment shall continue in force and effect and be irrevocable so long as any liability against it remains outstanding hereunder.

[remainder of page blank; signature page follows]

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this [●] day of [●], 2021, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

Attest:

By: _____

Name: _____

Title: _____

Surety

Attest:

By: _____

Name: _____

Title: _____

Apache Corporation

Obligee

Attest:

By: _____

Name: _____

Title: _____

Exhibit “A”

Attached to and made a part of that certain Performance Bond No. _____ dated [●] [●], 2021, by [_____, as Principal, [_____, as Surety and Apache Corporation, as Oblige.

THE PROPERTY

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act dated effective June 1, 2000 by and between the United States of America as Lessor and Anadarko Petroleum Corporation as Lessee, bearing Serial No. OCS-G 21685 and covering all of Block 308, South Timbalier Area, South Additional, OCS Leasing Map, Louisiana Map No. 6A.

[Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act dated effective May 1, 2003 by and between the United States of America as Lessor and Magnum Hunter Production, Inc., as Lessee, bearing Serial No. OCS-G 24987 and covering all of Block 287, South Timbalier Area, South Additional, OCS Leasing Map, Louisiana Map No. 6A.]

[End of Exhibit “A”]

Exhibit 8

Standby Loan Agreement

STANDBY LOAN AGREEMENT

dated as of

_____, 2021

between

FIELDWOOD ENERGY I LLC,
and
GOM SHELF LLC

as Borrowers,

and

APACHE CORPORATION,

as Lender

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STANDBY LOAN AGREEMENT

STANDBY LOAN AGREEMENT dated as of _____, 2021 (as it may be amended, supplemented or otherwise modified from time to time, this “Agreement”), among FIELDWOOD ENERGY I LLC, a Texas limited liability company (“Fieldwood”), GOM SHELF LLC, a Delaware limited liability company (“GOM”, together with Fieldwood, the “Borrowers”) and APACHE CORPORATION, a Delaware corporation, as Lender.

The parties hereto agree as follows:

ARTICLE I

Definitions

Section 1.01 Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“Affiliate” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the specified Person. For the avoidance of doubt, no Co-Borrower shall constitute an Affiliate of Lender nor shall Lender constitute an Affiliate of any Co-Borrower.

“Anti-Corruption Laws” means all state or federal laws, rules, and regulations of any jurisdiction applicable to the Borrowers from time to time concerning or relating to bribery or corruption.

“Apache Bond Rate” means the stated per annum rate of interest charged on the debt securities most recently issued under an indenture of Apache Corporation or successor thereto as of the date immediately preceding each Borrowing Request, and if two series of such debt securities are issued on the same day, the stated per annum rate of interest on the series with a tenor most comparable to the remaining tenor hereof.

“Availability Period” means the period from and including the Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the Commitment.

“Bankruptcy Code” means Title 11 of the United States Code entitled “Bankruptcy”, as now and hereafter in effect, or any successor statute.

“BOC” means the Texas Business Organizations Code, as amended and in effect at the time of this Agreement.

“Borrower Guarantee” means each certain Guarantee, dated as of the date hereof, by each Co-Borrower of the other Borrower’s Secured Obligations for the benefit of the Lender, as each such Guarantee may be amended, restated, supplemented, or otherwise modified from time to time.

“Borrowing Request” means a request by any Co-Borrower for a Loan in accordance with Section 2.03.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banks in Houston, Texas are authorized or required by law to remain closed.

“Change in Control” means _____¹ shall cease to own, free and clear of all Liens or other encumbrances, 100% of the outstanding voting Equity Interests of Fieldwood and indirectly through Fieldwood, 100% of the outstanding voting Equity Interests of GOM Shelf, in each case, on a fully diluted basis.

“Change in Law” means the occurrence after the date of this Agreement of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty or (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority.

“Co-Borrower” means any one of the Borrowers.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Collateral” means any and all property owned by any Co-Borrower, whether now existing or hereafter acquired, that may at any time be, become or intended to be, subject to a security interest or Lien in favor of the Lender, on behalf of the Secured Parties, to secure the Secured Obligations.

“Collateral Documents” means, collectively, the Mortgages, the Security Agreement, the Deposit Account Control Agreement, and any other agreements, instruments, and documents executed and delivered by the Borrowers in connection with this Agreement that are intended to create, perfect or evidence Liens to secure the Secured Obligations, including, without limitation, all other security agreements, pledge agreements, mortgages, deeds of trust, pledges, collateral assignments, and financing statements, now or hereafter executed by the Borrowers and delivered to the Lender.

“Commitment” means the commitment of the Lender to make Loans hereunder in an aggregate principal amount at any time outstanding up to \$200,000,000, as such amount may be increased pursuant to Section 2.01(b).

“Compliance Certificate” has the meaning assigned to such term in Section 5.01(c).

“Confirmation Order” means the confirmation order entered in Chapter 11 Case 20-33948, In re: Fieldwood Energy LLC, *et al*, in the United States Bankruptcy Court for the Southern District of Texas, Houston Division, which, if and to the extent such confirmation order directly affects the Lender in its capacity as such or pertains to any of the Loan Documents or other Apache Definitive Documents (as defined in that certain Apache Term Sheet Implementation Agreement, dated January 1, 2021, by and among Borrowers, Lender, Apache

¹ To be completed in a manner mutually agreeable to all parties as a condition to Apache’s execution.

Shelf, Inc., and Apache Deep Water LLC), shall be in form and substance reasonably acceptable to the Lender.

“Consolidated EBITDA” means for the Borrowers, for any period, the sum of (a) Consolidated Net Income for such period, plus (b) without duplication and to the extent deducted in determining such Consolidated Net Income (i) interest expense for such period, plus (ii) income tax expense for such period, plus (iii) consolidated depreciation and amortization for such period.

“Consolidated Net Income” means, for any period, the consolidated net income (or loss) of Fieldwood and its consolidated subsidiaries for such period, as determined in accordance with GAAP.

“Contractor” means a Person which is a party in the capacity as prime contractor under the Decommissioning Contract with any Co-Borrower.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Credit Bid Purchaser” means [_____] ², a Delaware limited liability company, and its successors and assigns.

“Decommissioning” has the meaning given to such term in the Decommissioning Agreement.

“Decommissioning Agreement” means that certain Decommissioning Agreement dated as of September 30, 2013 by and among Apache Corporation, a Delaware corporation, Apache Shelf, Inc., a Delaware corporation, and Apache Deepwater LLC, a Delaware limited liability company, Apache Shelf Exploration LLC, a Delaware limited liability company, Fieldwood Energy LLC, a Delaware limited liability company, and GOM Shelf LLC, a Delaware limited liability company, as amended by (i) that certain First Amendment to Decommissioning Agreement dated as of September 30, 2013, (ii) that certain Second Amendment to Decommissioning Agreement dated as of September 30, 2013, (iii) that certain Third Amendment to Decommissioning Agreement dated effective as of April 25, 2017, (iv) that certain Fourth Amendment to Decommissioning Agreement dated effective as of September 1, 2017 (as such Fourth Amendment to Decommissioning Agreement was amended by that certain Letter Agreement by and among the Parties dated January 3, 2018), and (v) that certain Fifth Amendment to Decommissioning Agreement dated effective as of April 11, 2018.

“Decommissioning Contract” means each services contract in effect from time to time by and between either or both of the Co-Borrower and any Contractor for all or any portion of the Decommissioning remaining to be conducted on or after the Effective Date.

² NTD: Name to be confirmed.

“Decommissioning Plan” has the meaning assigned to such term in Section 4.02(l).

“Debtor” means Fieldwood Energy LLC.

“Default” means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“Divisive Merger Documents” means the certificate of division, the plan of division, the certificate of merger and all other documents filed with respect to the Borrowers with the Texas Secretary of State related to the divisive merger pursuant to the Plan of Merger and the formation of Fieldwood Energy I LLC.

“Document” has the meaning assigned to such term in the UCC.

“dollars” or “\$” refers to lawful money of the U.S.

“Effective Date” means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 8.02), which shall also be the date on which the plan of reorganization confirmed by the Confirmation Order becomes effective.

“Environmental Laws” means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, Release or threatened Release of any Hazardous Material or to health and safety matters.

“Environmental Liability” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Co-Borrower, directly or indirectly, resulting from or based upon (a) any violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) any exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equipment” has the meaning assigned to such term in the Security Agreement.

“Equity Interests” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any of the foregoing.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that, together with any Co-Borrower, is treated as a single employer under Section 414(b) or (c) of the

Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

“Event of Default” has the meaning assigned to such term in Article VII.

“Excess Cash Flow” means for any fiscal quarter of the Borrowers, the sum, without duplication, of (a) Consolidated EBITDA for such period, minus (b) voluntary payments on Indebtedness made by any Co-Borrower minus (c) interest expense paid in cash by any Co-Borrower during such period, minus (d) the amount of taxes paid in cash by any Co-Borrower for such period, minus (e) the aggregate amount of interest payments and operating expenditures estimated for the following three (3) month period, minus (f) the amount of working capital needed by the Borrowers for the following three (3) months for performance of Borrowers’ obligations under the Decommissioning Agreement, and (g) minus, during 2021 and 2022 only, the amount (up to an aggregate amount of \$80,000,000 during each such year) actually spent by Borrowers on Decommissioning of the Applicable Properties (as defined in the Decommissioning Agreement) during each of calendar year 2021 and calendar year 2022.

“Farmout Agreement” means that certain Farmout Agreement of even date herewith by and between Fieldwood Energy I LLC and the Credit Bid Purchaser in the form attached to the Implementation Agreement.

“Financial Statements” has the meaning assigned to such term in Section 5.01.

“Funding Account” has the meaning assigned to such term in Section 4.01(g).

“GAAP” means generally accepted accounting principles in the U.S in effect from time to time; *provided*, that, notwithstanding any term or provision contained in this Agreement or any other Loan Document, GAAP will be deemed for all purposes hereof to treat leases that would have not been considered to be Indebtedness in accordance with GAAP as in effect on December 31, 2017 (whether such leases were in effect on such date or are entered into thereafter), in a manner consistent with the treatment of such leases under GAAP as in effect on December 31, 2017, notwithstanding any modification or interpretative changes thereto or implementations of any such modifications or interpretative changes that may have occurred thereafter.

“GOM Shelf Properties” has the meaning given to such term in the Limited Liability Company Agreement of Fieldwood.

“Governmental Authority” means the government of the U.S., any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Guarantee” of or by any Person (the “guarantor”) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect,

(a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; provided that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

“Hazardous Materials” means: (a) any substance, material, or waste that is included within the definitions of “hazardous substances,” “hazardous materials,” “hazardous waste,” “toxic substances,” “toxic materials,” “toxic waste,” or words of similar import in any Environmental Law; (b) those substances listed as hazardous substances by the United States Department of Transportation (or any successor agency) (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) (40 C.F.R. Part 302 and amendments thereto); and (c) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical.

“Implementation Agreement” means the [Second Amended Apache Term Sheet Implementation Agreement].

“Indebtedness” of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (e) all obligations of such Person in respect of the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business), (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed (to the extent of the value of the property of such Person securing such Indebtedness), (g) all Guarantees by such Person of Indebtedness of others, (h) all capital lease obligations of such Person, (i) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, (j) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances and (k) obligations under any liquidated earn-out.

“Indemnatee” has the meaning assigned to such term in Section 8.03(b).

“Inventory” has the meaning assigned to such term in the UCC.

“JOA” means each and every Joint Operating Agreement in effect from time to time by and among the Borrowers, Credit Bid Purchaser, and third parties, if any.

“Leases” has the meaning given to such term in the Decommissioning Agreement.

“LC Drawing Amount” has the meaning given to such term in the Decommissioning Agreement.

“Legacy Apache Properties” has the meaning given to such term in the Limited Liability Company Agreement of Fieldwood.

“Lender” means Apache Corporation, its successors and permitted assigns.

“Letters of Credit” has the meaning given to such term in the Decommissioning Agreement and includes all letters of credit outstanding from time to time pursuant to the Decommissioning Agreement.

“Lien” means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“Limited Liability Company Agreement of Fieldwood” or “Fieldwood’s Limited Liability Company Agreement” means that certain Limited Liability Company Agreement of Fieldwood dated as of the date hereof, as may be amended, supplemented, or otherwise modified from time to time with the prior written approval of Lender.

“Loan Documents” means, collectively, this Agreement, the promissory note issued pursuant to this Agreement, each Collateral Document, each Borrower Guarantee, and each other agreement, instrument, document and certificate identified in Section 4.01 executed and delivered by the Borrowers to, or in favor of, the Lender and including each other pledge, power of attorney, consent, assignment, contract, notice, and each other agreement, now or hereafter executed by or on behalf of the Borrowers and delivered to the Lender in connection with this Agreement. Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to this Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative.

“Loans” means any loan made pursuant to Section 2.01.

“Manager” has the meaning given to such term in Fieldwood’s Limited Liability Company Agreement.

“Master Facilities Agreement” means the Master Facilities Use, Access, Production Handling and Transportation Agreement dated as of September 30, 2013 by and among Lender, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, Fieldwood Energy LLC and GOM.

“Material Adverse Effect” means a circumstance or condition that could, individually or in the aggregate, materially adversely affect the business, assets, operations, properties, or condition (financial or otherwise) of the Borrowers and their subsidiaries, taken as a whole.

“Material Contract” means each of (i) the Decommissioning Agreement, (ii) the Decommissioning Contract, (iii) the JOA, (iv) the Farmout Agreement, (v) the Turnkey Removal Contract, (vi) the Trust A Trust Agreement, (vii) the Trust A NPI Conveyance, (viii) the Trust A-1 NPI Conveyance (ix) the Letters of Credit, (x) the Permitted Surety Bonds, (xi) the Recharacterization Mortgages, (xii) the PSA, (xiii) the Master Facilities Agreement and (xiv) other Transaction Documents, in each case, as in effect from time to time.

“Maturity Date” means the earliest to occur of (a) termination of the Decommissioning Agreement, (b) expiration of the period comprised of the fifth (5th) anniversary of the Effective Date (the “Initial Period”) and automatic successive 12-month periods thereafter until the tenth (10th) anniversary of the Effective Date, each expiring on the next anniversary of the Effective Date (each an “Annual Period”), unless no later than 60 days before expiration of the Initial Period or the then Annual Period, as applicable, Lender has delivered written notice to Borrowers that the Maturity Date will occur upon expiration of the Initial Period or the then Annual Period, respectively (if the same is a Business Day, or if not then the immediately next succeeding Business Day), and (c) any date on which the Commitment is reduced to zero or otherwise terminated pursuant to the terms of Article VII.

“Maximum Rate” means the maximum rate of nonusurious interest permitted from day to day by applicable law, including Chapter 303 of the Texas Finance Code (the “Finance Code”) (and as the same may be incorporated by reference in other Texas statutes). To the extent that Chapter 303 of the Finance Code is relevant to Lender for the purposes of determining the Maximum Rate, the Lender may elect to determine such applicable legal rate pursuant to the “weekly ceiling,” from time to time in effect, as referred to and defined in Chapter 303 of the Code; subject, however, to the limitations on such applicable ceiling referred to and defined in the Finance Code, and further subject to any right the Lender may have subsequently, under applicable law, to change the method of determining the Maximum Rate.

“Mortgages” means, collectively, the mortgages or deed of trust executed by the Borrowers to the Lender providing a Lien on all Real Property owned or leased by such Borrowers.

“Multiemployer Plan” means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“Note” means the promissory note executed by the Borrowers payable to the Lender, in substantially the form of Exhibit A attached hereto, as same may be amended, extended or modified and all promissory notes executed in renewal, extension, modification or substitution thereof.

“Permitted Liens” means, with respect to any Person, (a) pledges or deposits by such Person under workmen’s compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the

payment of Indebtedness) or leases to which such Person is a party, or deposits to secure plugging and abandonment obligations or public or statutory obligations of such Person or deposits of cash or U.S. government bonds to secure surety or appeal bonds to which such Person is a party, or deposits as security for contested taxes or import duties or for the payment of rent, in each case incurred in the ordinary course of business; (b) Liens imposed by law, such as landlords', carriers', warehousemen's, mechanics', materialmen's, repairmen's, construction or other like Liens securing obligations that are not overdue by more than 30 days or that are being contested in good faith by appropriate proceedings or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review; (c) Liens for taxes, assessments or other governmental charges not yet due or payable or that are being contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP shall have been set aside on its books; (d) Liens pursuant to partnership agreements, oil, gas and/or mineral leases, farm-out agreements, division orders, contracts for the sale, delivery, purchase, exchange, or processing of oil, gas and/or other hydrocarbons, unitization and pooling declarations and agreements, operating agreements, development agreements, area of mutual interest agreements, forward sales of oil, natural gas and natural gas liquids, and other agreements which are customary in the oil, gas and other mineral exploration, development and production business and in the business of processing of gas and gas condensate production for the extraction of products therefrom; (e) any easements, rights of way, restrictions, defects or other exceptions to title and other similar encumbrances incurred in the ordinary course of business which, in the aggregate, are not substantial in amount, are not incurred to secure Indebtedness, and which do not in any case materially detract from the value of the property subject thereto or interfere with the ordinary conduct of the businesses of the Borrowers; (f) Liens existing by operation of law that cannot be abrogated by contract for rights of setoff in a depository relationship with banks and non-negotiable contractual rights of setoff in customary documentation establishing a depository account with a bank, in each case, not granted in connection with the issuance of Indebtedness, and bankers Liens and rights and remedies as to deposit accounts, (g) Liens created under the Recharacterization Mortgages, and (h) Liens subordinate in all respects to Liens under the Loan Documents and the Secured Obligations if and to the extent expressly permitted by Section 7.06(d) of Fieldwood's Limited Liability Company Agreement to secure Indebtedness expressly permitted under Section 7.06(d) thereof and Section 6.01(ii) hereof.

"Permitted Surety Bonds" has the meaning given to such term in the Decommissioning Agreement.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which any Co-Borrower or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

“Plan of Merger” means the Agreement and Plan of Merger of Fieldwood Energy LLC into Fieldwood Energy I LLC and Fieldwood Energy III LLC, dated as of [●], 2021, and adopted by Fieldwood Energy LLC.

“Projections” has the meaning assigned to such term in Section 3.09.

“PSA” has the meaning given to such term in the Decommissioning Agreement.

“Real Property” means all real property that was, is now, or may hereafter be owned, occupied, or otherwise controlled by any Co-Borrower pursuant to any contract of sale, lease or other conveyance of any legal interest in any real property to any Co-Borrower.

“Recharacterization Mortgages” has the meaning given to such term in the Decommissioning Agreement.

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, partners, members, trustees, employees, agents, administrators, managers, representatives and advisors of such Person and such Person’s Affiliates.

“Related Party Agreement” means any agreement, arrangement, or understanding between or among any Co-Borrower or any of its Affiliates, on the one hand, and the independent director of Fieldwood, the sole manager of Fieldwood or any member or officer of any Co-Borrower or any of its Affiliates, or any Affiliate of the independent director of Fieldwood, the sole manager of Fieldwood or any member or officer of a Co-Borrower or any of its Affiliates, on the other.

“Release” means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, disposing, or dumping of any Hazardous Materials into the environment.

“Remaining Decommissioning” has the meaning given to such term in the Decommissioning Agreement.

“Requirement of Law” means, with respect to any Person, any statute, law (including common law), treaty, rule, regulation, code, ordinance, order, decree, writ, judgment, injunction or determination of any arbitrator or court or other Governmental Authority (including Environmental Laws), in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests, or any payment (whether in cash, securities or other property) including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests or any option, warrant or other right to acquire any such Equity Interests.

“Restructuring Support Agreement” means the Restructuring Support Agreement, dated as of August 4, 2020, by and among (a) Fieldwood Energy LLC, a Delaware limited liability company, and including the Fieldwood PSA Parties (as defined therein); (b) the Consenting FLTL Lenders (as defined therein); (c) the Consenting SLTL Lenders (as defined therein); and (d) Lender.

“Sanctioned Country” means, at any time, a country or territory which is the subject or target of any Sanctions.

“Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

“Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State.

“Secured Obligations” means (a) all unpaid principal of and accrued and unpaid interest on the Loans, (b) all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations and indebtedness (including interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (c) all costs and expenses, including all attorneys’ fees and legal expenses, incurred by Lender to preserve and maintain the Collateral, collect the obligations described herein or described in the other Loan Documents, and enforce this Agreement, the Security Agreement, the Mortgage or any rights under any other Loan Documents, (d) the obligation to reimburse any amount that Lender (in its sole and absolute discretion) elects to pay or advance on behalf of any Co-Borrower following the occurrence of an Event of Default, (e) obligations and liabilities of the Borrowers to the Lender, any Secured Party or any indemnified party, individually or collectively, existing on the Effective Date or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, in all cases arising or incurred under this Agreement, under any of the other Loan Documents, under the Decommissioning Agreement or in respect of any of the Loans made or any reimbursement or other obligations incurred under any of the foregoing, (f) all amounts owed under any extension, renewal, or modification of any of the foregoing and (g) any of the foregoing that arises after the filing of a petition by or against any Co-Borrower under the Bankruptcy Code, even if the obligations due do not accrue because of the automatic stay under Bankruptcy Code § 362 or otherwise; in each case with respect to clauses (a) through (e) above, whether or not (i) such Secured Obligations arise or accrue before or after the filing by or against any Co-Borrower of a petition under the Bankruptcy Code, or any similar filing by or against any Co-Borrower under the laws of any jurisdiction, or any bankruptcy, insolvency, receivership or other similar proceeding, (ii) such Secured Obligations are allowable under Section 502(b)(2) of the Bankruptcy Code or under any other insolvency proceedings, (iii) the right of payment in respect of such Secured Obligations is reduced to judgment, or (iv) such Secured Obligations are liquidated, unliquidated, similar, dissimilar, related, unrelated, direct, indirect, fixed, contingent,

primary, secondary, joint, several, or joint and several, matured, disputed, undisputed, legal, equitable, secured, or unsecured.

“Secured Parties” means (a) the Lender, (b) Apache Shelf, Inc., Apache Deepwater LLC and Apache Shelf Exploration LLC, and (c) the successors and assigns of each of the foregoing.

“Security Agreement” means that certain Security Agreement (including any and all supplements thereto), dated as of the date hereof, among the Borrowers and the Lender, for the benefit of the Secured Parties, and any other pledge or security agreement entered into, after the date of this Agreement by any Co-Borrower (as required by this Agreement or any other Loan Document) or any other Person for the benefit of the Lender, on behalf of the Secured Parties, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Service Provider” means, collectively, any service provider hired by the sole manager of Fieldwood pursuant to Section 7.04 of the Limited Liability Company Agreement of Fieldwood to perform all operations and plugging and abandonment and decommissioning activities with respect to the Borrowers’ properties or assets.

“subsidiary” means, with respect to any Person (the “parent”) at any date, any corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“Suspension Period” has the meaning given to such term in the Decommissioning Agreement.

“Taxes” means any and all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, or other charges in the nature of a tax imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Texas Divided LLC” means any Texas LLC which has been formed upon consummation of a Texas LLC Division.

“Texas LLC” means any limited liability company organized or formed under the laws of the State of Texas.

“Texas LLC Division” means the statutory division of any Texas LLC into two or more Texas LLC’s pursuant to the BOC.

“Transaction Documents” has the meaning given to such term in the Decommissioning Agreement.

“Transactions” means the execution, delivery and performance by the Borrowers of this Agreement and the other Loan Documents, the borrowing of Loans and the use of the proceeds thereof.

“Trust A” has the meaning given to such term in the Decommissioning Agreement.

“Trust A Account” has the meaning given to such term in the Decommissioning Agreement.

“Trust A Funding Default” means the Funding Default (as defined in the Decommissioning Agreement) in respect of January 2021 in the amount of [\$50 million].

“Trust A Funding Default Loan” means a Loan in an amount up to and sufficient to cure the Trust A Funding Default.

“Trust A NPI Conveyance” has the meaning given to such term in the Decommissioning Agreement.

“Trust A-1 NPI Conveyance” has the meaning given to such term in the Decommissioning Agreement.

“Trust A Trust Agreement” has the meaning given to such term in the Decommissioning Agreement.

“Turnkey Removal Contract” has the meaning given to such term in the Decommissioning Agreement.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of Texas or in any other state, the laws of which are required to be applied in connection with the issue of perfection of security interests.

“U.S.” means the United States of America.

Section 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “law” shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply) and all judgments, orders and decrees of all Governmental Authorities. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), (c) any reference herein to any Person shall be construed to include such Person’s successors and assigns (subject to any restrictions on assignments set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have

succeeded to any or all functions thereof, (d) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (f) any reference in any definition to the phrase “at any time” or “for any period” shall refer to the same time or period for all calculations or determinations within such definition, and (g) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

Section 1.03 Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP; provided that, if after the date hereof there occurs any change in GAAP or in the application thereof on the operation of any provision hereof and the Borrowers notify the Lender that the Borrowers request an amendment to any provision hereof to eliminate the effect of such change in GAAP or in the application thereof (or if the Lender notifies the Borrowers that the Lender requests an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made (a) without giving effect to any election under Financial Accounting Standards Board Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Borrowers at “fair value”, as defined therein and (b) without giving effect to any treatment of Indebtedness in respect of convertible debt instruments under Financial Accounting Standards Board Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof.

ARTICLE II

The Advances

Section 2.01 Loans; Commitment Increase.

(a) Subject to the terms and conditions set forth herein, the Lender agrees to make one or more revolving loans to the Borrowers from time to time during the Availability Period in an aggregate principal amount at any time outstanding up to but not exceeding the Commitment. The Lender shall have no obligation to make any Loan if a Default or Event of Default has occurred and is continuing. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow hereunder.

(b) At any time prior to the Maturity Date, the Borrowers, acting jointly, may request an increase in the Commitment (the “Commitment Increase”); provided that the Commitment Increase shall be subject to Lender’s approval and satisfaction of each of the following conditions, all in Lender’s sole discretion: (i) the Commitment Increase shall not cause the Commitment to exceed \$400,000,000, (ii) at the time of such request and on the effective date of the Commitment Increase, both before and after giving effect thereto, no Default or Event of Default shall exist, (iii) the Borrowers shall deliver to Lender a joint written request for the Commitment Increase at least ten (10) Business Days prior to the desired effective date thereof, and (iv) together with such request, Borrowers shall deliver (A) a certificate of the Manager of each Co-Borrower stating that (1) the representations and warranties of such Co-Borrower contained in the Loan Documents are true and correct as though made on and as of the effective date of such Commitment Increase (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct only as of such specified date, and (2) on the effective date of the Commitment Increase and after giving effect thereto, no Default or Event of Default shall have occurred and be continuing, and (B) resolutions of each Co-Borrower authorizing the Commitment Increase, in form and substance reasonably satisfactory to Lender. Upon Lender’s approval of the Commitment Increase in its sole discretion, satisfaction of each of the foregoing conditions in Lender’s sole discretion, and delivery to Lender of a duly executed amended and restated Revolving Note in the amount of the Commitment (upon giving effect to the Commitment Increase), the Commitment Increase shall become effective.

Section 2.02 The Note. The obligation of the Borrowers to repay the Loans shall be evidenced by the Note executed by the Borrowers, payable to the Lender, in the principal amount of the Commitment.

Section 2.03 Borrowing Procedures; Requests for Borrowings. To request a Loan, any Co-Borrower shall notify the Lender of such request in writing (delivered by hand, fax or e-mail) in the form attached hereto as Exhibit B and signed by such Co-Borrower not later than 10:00 a.m., Houston time, five (5) Business Days before the date of the proposed Loan. Each such Borrowing Request shall be irrevocable. Each such written Borrowing Request shall specify the following information:

- (a) the aggregate amount of the requested Loan, which amount shall be consistent with the applicable Borrowing Package;
- (b) the date of such Loan, which shall be a Business Day; and
- (c) the aggregate principal amount of all Loans then outstanding.

Section 2.04 Funding of Borrowings. The Lender shall make each Loan to be made by it hereunder on the proposed date thereof available to the requesting Co-Borrower by wire transfer to the Funding Account.

Section 2.05 Repayment of Loans.

(a) Borrowers, jointly and severally, hereby unconditionally promises to pay the Lender the then unpaid principal amount of each Loan on the Maturity Date.

(b) Repayments of Loans shall be accompanied by accrued interest on the amounts repaid.

Section 2.06 Prepayment of Loans.

(a) The Borrowers shall have the right at any time and from time to time to prepay any Loan in whole or in part, without penalty or premium.

(b) Within five (5) Business Days after the quarterly financial statements have been delivered pursuant to Section 5.01(b), the Borrowers shall prepay the Loans in an amount equal to 100% of Excess Cash Flow for the immediately preceding fiscal quarter. Each Excess Cash Flow payment shall be accompanied by a certificate signed by the Manager certifying the manner in which Excess Cash Flow and the resulting prepayment were calculated, which certificate shall be in form and substance reasonably satisfactory to Lender.

Section 2.07 Interest.

(a) Each Loan shall bear interest at a rate per annum equal to the applicable Apache Bond Rate plus 4%. Following receipt of any Borrowing Request, Lender shall promptly notify Borrowers of the Apache Bond Rate that will be applicable to the requested Loan.

(b) Notwithstanding the foregoing, during the occurrence and continuance of an Event of Default, the Lender may, at its option, by notice to the Borrowers, declare that all Loans shall bear interest at a rate per annum equal to 2% plus the rate otherwise applicable to such Loans as provided in the preceding paragraph of this Section.

(c) All accrued unpaid interest on each Loan shall be payable semiannually on January 31st and July 31st of each year during the term of this Agreement (unless such date is not a Business Day in which the payment is due on the next succeeding Business Day) and on the Maturity Date, with the first installment of interest due and payable on the first such date following the making of the initial Loan hereunder until the principal amount of each such Loan is paid in full. Notwithstanding the forgoing, interest accrued pursuant to paragraph (b) of this Section shall be payable on demand and in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment.

(d) All interest hereunder shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

Section 2.08 Payments Generally; Allocation of Proceeds.

(a) Each Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees, or otherwise) prior to 5:00 p.m., Houston time, on the date when due, in immediately available funds, without set-off or counterclaim, and each Borrower

shall be jointly and severally liable for all such payment obligations. Any amounts received after such time on any date may, in the discretion of the Lender, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Lender to such account as the Lender shall from time to time specify in a notice to the Borrowers. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in dollars.

(b) Any proceeds of Collateral received by the Lender after an Event of Default has occurred and is continuing and if the Lender so elects, such funds shall be applied ratably first, to pay any fees, indemnities, or expense reimbursements including amounts then due to the Lender, in its capacity as such, from the Borrowers, second, to pay interest then due and payable on the Loans ratably, third, to prepay principal on the Loans, and fourth, to the payment of any other Secured Obligation due to the Secured Parties from the Borrowers, and finally, to the Borrowers or otherwise as required by law or court order. The Lender shall have the continuing and exclusive right to apply and reverse and reapply any and all proceeds and payments received pursuant to the first sentence of this clause (b) to any portion of the Secured Obligations.

Section 2.09 Indemnity for Returned Payments. If after receipt of any payment which is applied to the payment of all or any part of the Secured Obligations (including a payment effected through exercise of a right of setoff), the Lender is for any reason compelled to surrender such payment or proceeds to any Person because such payment or application of proceeds is invalidated, declared fraudulent, set aside, determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason (including pursuant to any settlement entered into by the Lender in its discretion), then the Secured Obligations or part thereof intended to be satisfied shall be revived and continued and this Agreement shall continue in full force as if such payment or proceeds had not been received by the Lender. The provisions of this Section 2.09 shall be and remain effective notwithstanding any contrary action which may have been taken by the Lender in reliance upon such payment or application of proceeds. The provisions of this Section 2.09 shall survive the termination of this Agreement.

ARTICLE III

Representations and Warranties

To induce Lender to enter into this Agreement, each Co-Borrower represents and warrants to the Lender that:

Section 3.01 Organization; Powers. Each Co-Borrower (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to carry on its business as now conducted and is qualified to do business in, and (iii) is in good standing in every jurisdiction where such qualification is required.

Section 3.02 Authorization; Enforceability. The Transactions are within each Co-Borrower's organizational powers and have been duly authorized by all necessary organizational actions and, if required, actions by equity holders. Each Loan Document to which such Co-Borrower is a party has been duly executed and delivered by such Co-Borrower and constitutes a legal, valid and binding obligation of such Co-Borrower, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 3.03 Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect and except for filings necessary to perfect Liens created pursuant to the Loan Documents, (b) will not violate such Co-Borrower's organizational documents or any Requirement of Law applicable to such Co-Borrower, (c) will not violate or result in a default under any indenture, agreement or other instrument binding upon a Co-Borrower or the assets of such Co-Borrower, or give rise to a right thereunder to require any payment to be made by such Co-Borrower, and (d) will not result in the creation or imposition of any Lien on any asset of such Co-Borrower, except Liens created pursuant to the Loan Documents.

Section 3.04 Properties.

(a) As of the date of this Agreement, Schedule 3.04(a) sets forth the address of each parcel of Real Property that is owned or leased by any Co-Borrower. Each of the leases and subleases listed on Schedule 3.04(a) is valid and enforceable in accordance with its terms and is in full force and effect, and no default by any party to any such lease or sublease exists. Each Co-Borrower has good and indefeasible title to, or valid leasehold interests in, all of its real and personal property.

(b) Each Co-Borrower owns, or is licensed to use, all trademarks, tradenames, copyrights, patents and other intellectual property necessary to its business as currently conducted, a correct and complete list of which, as of the date of this Agreement, is set forth on Schedule 3.04(b), and the use thereof by such Co-Borrower does not infringe in any material respect upon the rights of any other Person, and each Co-Borrower's rights thereto are not subject to any licensing agreement or similar arrangement.

Section 3.05 Litigation and Environmental Matters.

(a) Except as disclosed to the Lender in writing, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or to the knowledge of any Co-Borrower, threatened against or affecting such Co-Borrower or that involve any Loan Document or the Transactions.

(b) Except as disclosed to the Lender in writing, no Co-Borrower (1) has received notice of any claim with respect to any Environmental Liability or knows of any basis for any Environmental Liability, and (2) no Co-Borrower (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval

required under any Environmental Law or (ii) has become subject to any Environmental Liability, except, in the case of each of (1) and (2)(i) and (ii), as would not reasonably be expected to have a Material Adverse Effect.

Section 3.06 Compliance with Laws and Agreements; No Default. Except as disclosed to the Lender in writing, each Co-Borrower is in compliance in all material respects with all Requirements of Law applicable to it or its property, except for Decommissioning obligations for which Lender has received notice of such Co-Borrower's non-compliance from the applicable Governmental Authority. No Default has occurred and is continuing.

Section 3.07 Taxes. Each Co-Borrower has timely filed or caused to be filed all income and other material Tax returns and reports required to have been filed and has paid or caused to be paid all income and other material Taxes required to have been paid by it, except Taxes that are not yet delinquent or that are being contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP shall have been set aside by such Co-Borrower on its books. No Tax liens have been filed on the assets of any Co-Borrower, and no claims are being asserted in writing by any Governmental Authority with respect to any unpaid Taxes of such Co-Borrower (other than those being contested in good faith by appropriate proceedings).

Section 3.08 ERISA. No Co-Borrower nor any ERISA Affiliate maintains or contributes to, or has any obligation under, any Plan.

Section 3.09 Disclosure. The reports, financial statements, certificates and other information (other than forward-looking information (the "Projections") or information of a general economic or industry specific nature) furnished in writing by or on behalf of the Borrowers to the Lender in connection with the negotiation of this Agreement or any other Loan Document (as modified or supplemented by other information so furnished), taken as a whole, do not contain any material misstatement of fact or omit to state any material fact necessary to make the statements therein, taken as a whole, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to Projections, the Borrowers represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time delivered.

Section 3.10 Material Contracts. No Co-Borrower is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any Material Contract (excluding any default resulting from such Co-Borrower's failure to comply with the reimbursement obligations in Section 2.7 of the Decommissioning Agreement). Except as disclosed on Schedule 3.10, no Co-Borrower is obligated by more than (i) \$100,000 under any individual contract, commitment, or other liability or obligation or (ii) \$500,000 in the aggregate under all such contracts, commitments, liabilities, or obligations, and in the case of (i) and (ii), excluding Material Contracts, this Agreement, and any other contract to which Co-Borrower is a party or by which it or its properties are bound and which was entered into in the ordinary course of business, is not material to Co-Borrower, and will not adversely affect its ability to perform its obligations under the Loan Documents.

Section 3.11 Insurance. Schedule 3.11 sets forth a description of all insurance maintained by or on behalf of the Borrowers as of the Effective Date. As of the Effective Date, all premiums in respect of such insurance have been paid. Each Co-Borrower believes that the insurance maintained by it is adequate and is customary for companies engaged in the same or similar businesses operating in the same or similar locations.

Section 3.12 Security Interest in Collateral. The provisions of this Agreement and the other Loan Documents create legal and valid Liens on all the Collateral in favor of the Lender and such Liens constitute (or will constitute upon completion of the filings and other actions required pursuant to the Loan Documents) perfected and continuing Liens on the Collateral to the extent required to be perfected pursuant to the Loan Documents, securing the Secured Obligations, (a) enforceable against the Borrowers and all third parties in accordance with the terms hereof and thereof, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law, and (b) having priority over all other Liens (other than Permitted Liens) on the Collateral.

Section 3.13 Use of Proceeds. The proceeds of the Loans have been used and will be used, whether directly or indirectly as set forth in Section 5.08.

Section 3.14 Anti-Corruption Laws and Sanctions. Each Co-Borrower is in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. No Borrowing, use of proceeds, Transaction or other transaction contemplated by this Agreement or the other Loan Documents will violate Anti-Corruption Laws or applicable Sanctions.

Section 3.15 Affiliate Transactions. Other than any transaction permitted pursuant to Section 6.09, there are no existing or proposed agreements, arrangements, understandings or transactions between or among any Co-Borrower and any Affiliates of a Co-Borrower, or between or among any Affiliate of a Co-Borrower or any subsidiary of any Co-Borrower.

Section 3.16 Solvency. The fair market value of each Co-Borrower's assets exceeds, and after giving effect to each Loan will exceed, such Co-Borrower's total liabilities (including subordinated, liquidated, unliquidated, disputed, and contingent liabilities and commitments excepting only asset retirement obligations). The fair saleable value of each Co-Borrower's property exceeds, and after giving effect to each Loan will exceed, the amount required to pay its debts and other liabilities (including subordinated, liquidated, unliquidated, disputed, and contingent liabilities and commitments excepting only asset retirement obligations) as such debts and other liabilities mature. Each Co-Borrower is, and after giving effect to each Loan will be, able to pay its debts and liabilities (including subordinated, liquidated, unliquidated, disputed, and contingent liabilities and commitments excepting only asset retirement obligations) as such debts and other liabilities mature. Each Co-Borrower's assets do not, after giving effect to each Loan will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted, excluding only asset retirement obligations from such determination. For purposes of this Section, each reference to asset retirement obligations mean those which would be reflected on a balance sheet conforming with the requirements of Section 5.01 hereof.

ARTICLE IV

Conditions

Section 4.01 Effective Date. The obligations of the Lender to make Loans hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 8.02) and, subject thereto, shall become effective simultaneously with confirmation of the plan of reorganization pursuant to the Confirmation Order:

(a) Credit Agreement and Loan Documents. The Lender (or its counsel) shall have received (i) a counterpart of this Agreement signed by the Borrowers and (ii) duly executed copies of the other Loan Documents in form and substance satisfactory to Lender.

(b) Certificates; Certified Certificate of Incorporation; Good Standing Certificates. The Lender shall have received (i) a certificate of each Co-Borrower, dated the Effective Date and executed by an authorized Person of such Co-Borrower, which shall (A) certify the resolutions adopted by written consent of the Manager of such Co-Borrower authorizing the execution, delivery and performance of the Loan Documents to which it is a party, (B) identify by name and title and bear the signature of each Person authorized to sign on behalf of such Co-Borrower the Loan Documents to which it is a party, and (C) contain appropriate attachments, including the Divisive Merger Documents certified by the Texas Secretary of State and a true and correct copy of its limited liability company agreement, and (ii) a certificate of fact for of such Co-Borrower from the Texas Secretary of State.

(c) Manager's Certificate. The Lender shall have received a certificate, signed by the Manager or other appropriately authorized Person of each Co-Borrower, dated as of the Effective Date (i) stating that no Default has occurred and is continuing, and (ii) stating that the representations and warranties contained in the Loan Documents are true and correct as of such date.

(d) Fees and Expenses. The Lender shall have received all fees required to be paid and all expenses required to be reimbursed for which invoices have been submitted on or prior to the Effective Date (including the reasonable fees and expenses of legal counsel).

(e) Confirmation Order. The Lender or its counsel shall have received a signed copy of the Confirmation Order and notice that the effective date of the plan of reorganization contained therein has occurred.

(f) Lien Releases. The Lender shall have received satisfactory evidence that all Liens granted upon any of the property of the Borrowers constituting Collateral (other than Permitted Liens) are terminated as of the Effective Date.

(g) Funding Account. The Lender shall have received a notice setting forth the deposit account of each Co-Borrower (each a "Funding Account", collectively, the "Funding Accounts") to which the Lender is authorized by such Co-Borrower to transfer the proceeds of any Borrowings requested or authorized pursuant to this Agreement.

(h) Control Agreements. The Lender shall have received deposit account control agreements for the Funding Accounts and each operating account of Borrowers required to be provided pursuant to the Security Agreement.

(i) Filings, Registrations and Recordings. Each document (including any Uniform Commercial Code financing statement) required by the Collateral Documents or under law or reasonably requested by the Lender to be filed, registered or recorded in order to create in favor of the Lender, for the benefit of the Secured Parties, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Liens expressly permitted by Section 6.02), shall be in proper form for filing, registration or recordation.

(j) Insurance. The Lender shall have received evidence of insurance coverage in form, scope, and substance reasonably satisfactory to the Lender and otherwise in compliance with the terms of Section 5.10 of this Agreement.

(k) [Intentionally Blank]

(l) Capitalization. Lender shall have received written evidence, in form and substance satisfactory to Lender, that the capitalization funds received by the Borrowers upon their formation in the amount of \$50,000,000 has been fully utilized under the Decommissioning Plan during the bankruptcy of the Debtor or any unused amount has been funded to the Funding Account.

(m) Material Contracts. Lender shall have received copies of all Material Contracts.

(n) Financial Information. The Lender shall have received (i) an unaudited consolidated balance sheet of Borrowers and their subsidiaries as of the Effective Date and (ii) historical lease operating statements for the assets of each Co-Borrower and its subsidiaries for each month during the 24-month period immediately preceding the Effective Date, and in the case of (i) and (ii), in form and substance reasonably satisfactory to Lender and after giving effect to the divisive merger that is part of the plan of reorganization confirmed by the Confirmation Order.

(o) Other Documents. The Lender shall have received such other documents as the Lender or its counsel may have reasonably requested, including a customary written opinion or opinions of the Borrowers' counsel as to due authorization, execution and delivery, and enforceability of the Loan Documents and perfection of the security interests granted thereby, addressed to the Lender, in form and substance satisfactory to the Lender, and rendered by Weil Gotshal & Manges LLP or a comparable law firm satisfactory to Lender.

The Lender shall notify the Borrowers of the Effective Date, and such notice shall be conclusive and binding.

Section 4.02 Each Credit Event. The obligation of the Lender to make (i) each Loan under Article II hereof (other than a Trust A Funding Default Loan) is subject to the satisfaction of the following conditions and (ii) the Trust A Funding Default Loan is subject to the satisfaction of the following conditions except conditions (c), (e), (k), and (l):

(a) The representations and warranties of each Co-Borrower set forth in the Loan Documents shall be true and correct with the same effect as though made on and as of the date of such Borrowing (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct only as of such specified date.

(b) At the time of and immediately after giving effect to such Loan, no Default shall have occurred and be continuing.

(c) All amounts in the Trust A Account, the Letters of Credit, and the Permitted Surety Bonds have been fully exhausted or are not available to pay or reimburse Lender for Decommissioning.

(d) The Decommissioning Agreement is in full force and effect, has not been terminated and has become the obligation of the Borrowers under the Confirmation Order and/or the Divisive Merger Documents.

(e) Other than any Co-Borrower's failure to comply with the reimbursement obligations in Section 2.7 of the Decommissioning Agreement, there are no uncured events that constitute or would result in the nonperformance, default, or breach by any Co-Borrower under the Decommissioning Agreement.

(f) Since the Effective Date, none of the events set forth in Article VII of the Decommissioning Agreement have occurred, nor has any Co-Borrower assigned, conveyed, sold, farmed out or otherwise transferred any of the Leases other than with respect to (i) farmout transactions consummated in accordance with Section 7.06 of the Limited Liability Company Agreement of Fieldwood and (ii) conveyances or other transfers consummated in accordance with the JOA or Farmout Agreement.

(g) Since the Effective Date, no Co-Borrowers has received cash from the Trust A Account, including, but not limited to, pursuant to Section 4.3(b) and Section 4.5 of the Decommissioning Agreement.

(h) Since the Effective Date, no Co-Borrowers has caused a reduction in the LC Drawing Amount, including, not limited to, pursuant to Section 4.3(b) of the Decommissioning Agreement.

(i) A Suspension Period shall not have commenced and be continuing.

(j) Lender has received a copy of the Decommissioning Contract, in form and substance satisfactory to the Lender, for the Decommissioning to be funded with a borrowing, together with a schedule showing (i) all subcontracts awarded as of the Borrowing Request, including names, types of work, subcontract amounts and percentage retainage provided in said subcontracts, (ii) the amount of general conditions and an estimate of value for each subcontract not awarded as of such date, and (iii) a total overall schedule of value.

(k) Lender shall have received the following in form and substance reasonably satisfactory to Lender (collectively, a “Borrowing Package”, together with any amendments, modifications or supplements of the same) at least ten (10) Business Days prior to the date of the requested Loan (which, for the avoidance of doubt, may be submitted in advance of the identification of a proposed borrowing date):

(i) a certification from Borrowers in favor of Lender that (i) the Decommissioning to be made with the proceeds of a proposed Borrowing Request is contemplated by the Decommissioning Plan then in effect (both as to amount of such requested Loan and as to the timing of such requested Loan), (ii) that the proposed use of the proceeds therefrom is for cost and expenses in compliance with the Decommissioning Plan then in effect and (iii) Borrowers shall have sufficient funds (on a pro forma basis (reasonably projected, on a good faith basis) after giving effect to the Loan requested) to pay all accrued interest due under Section 2.07(c) for the following six (6) month period;

(ii) a certification from the Contractor in the form acceptable to Lender with respect to the requested Loan, detailing the Decommissioning covered or to be covered by the Borrowing, itemizing any estimated costs and expenses of such Decommissioning and/or including copies of invoices itemizing costs and expenses incurred with respect to such Decommissioning, as applicable;

(iii) partial lien waivers or releases of lien for all lienable work done and materials delivered with respect to such Decommissioning covered in the request, to the extent applicable (for purposes of clarity, this only applies to work performed prior to the date of the Borrowing Package);

(iv) to the extent not previously delivered to Lender, copies of all permits, orders, certificates, licenses and approvals required under applicable Requirements of Law for the Decommissioning (collectively, the “Required Approvals”) as of the date of the requested Loan and copies of all subcontracts; *provided, however*, with respect to any Required Approvals that have not been issued as of the date of submission of a Borrowing Package, Co-Borrower shall include with the Borrowing Package Co-Borrower’s certification and covenant in form and substance reasonably satisfactory to Lender that (i) Co-Borrower has received from the applicable Governmental Authority indication that such Required Approvals will be issued to Co-Borrower, specifying the expected time of issuance thereof, (ii) Co-Borrower diligently shall pursue such Required Approvals, and (iii) Co-Borrower promptly shall deliver to Lender copies of such Required Approvals upon receipt thereof; *provided further, however*, Lender shall have discretion to decline any Borrowing Request that is not preceded or accompanied by copies of all Required Approvals; and

(v) such additional documentation reasonably requested by Lender.

(l) Decommissioning Plan. Lender and Borrowers shall have agreed to a decommissioning plan in form and substance reasonably acceptable to Lender (the “Decommissioning Plan”).

ARTICLE V

Affirmative Covenants

Until the Commitment shall have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full, in each case without any pending draw, each Co-Borrower covenants and agrees with the Lender that:

Section 5.01 Financial Statements and Other Information. Fieldwood will furnish to the Lender:

(a) within 105 days after the end of each fiscal year, its audited consolidated balance sheet and related consolidated statements of operations, members' equity and cash flows as of the end of and for such year prepared under AICPA auditing standards, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by independent public accountants acceptable to the Lender (without a "going concern" or like qualification, commentary, or exception (except to the extent that any such qualification, commentary, or exception expressly indicates that after giving effect to the exclusion of asset retirement obligations reflected on the accompanying balance sheet, there would be no such qualification, commentary, or exception), and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the consolidated financial condition and results of operations of the Borrowers in accordance with GAAP consistently applied;

(b) within 50 days after the end of each of its fiscal quarters (including the fourth quarter), its consolidated balance sheet and related consolidated statements of operations, members' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of such fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by Fieldwood as presenting fairly in all material respects the consolidated financial condition and results of operations of the Borrowers in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c) concurrently with any delivery of financial statements under clause (a) or (b) above (collectively or individually, as the context requires, the "Financial Statements"), a certificate of the Manager of Fieldwood in substantially the form of Exhibit C (the "Compliance Certificate") (i) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, and (ii) to the extent any Loan has been advanced hereunder, certifying that Borrowers have sufficient funds to pay all accrued interest due under Section 2.07(c) for the following six (6) month period;

(d) as soon as available, but in any event no later than 60 days after the end of each fiscal year, commencing with the fiscal year ending December 31, 2021, a detailed operating budget for the next fiscal year forecasting revenue, operating costs, and capital expenses for each fiscal quarter in form reasonably satisfactory to the Lender;

(e) as soon as available, but in no event later than 15 Business Days after the end of each calendar month, a statement in a form reasonably satisfactory to Lender showing all operating data including operating expenses and revenue for each Co-Borrower for such calendar month; and

(f) promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of each Co-Borrower, or compliance with the terms of this Agreement, as the Lender may reasonably request, including, without limitation, Decommissioning cost estimates and calculations.

Section 5.02 Notices of Material Events. Each Co-Borrower will furnish to the Lender prompt (but in any event within five (5) Business Days) after each Co-Borrower obtains knowledge thereof) written notice of the following:

(a) the occurrence of any Default;

(b) receipt of any notice of any investigation by a Governmental Authority or any litigation or proceeding commenced or threatened against any Co-Borrower that (i) seeks damages in excess of \$250,000, (ii) alleges criminal misconduct by any Co-Borrower, (iii) alleges the violation of, or seeks to impose remedies under any Environmental Law or related Requirement of Law, or seeks to impose Environmental Liability, or (iv) asserts liability on the part of any Co-Borrower in excess of \$250,000 in respect of any tax, fee, assessment, or other governmental charge; or

(c) a breach by any Co-Borrower of any covenant under the Decommissioning Agreement (other than Borrowers' failure to comply with the reimbursement obligations in Section 2.7 of the Decommissioning Agreement); provided that, if a written notice of such breach has been given to Lender in connection with the Decommissioning Agreement, such notice shall not be required to be provided under this Section 5.02.

Each notice delivered under this Section shall be accompanied by a statement of the applicable authorized Person of each Co-Borrowers setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 5.03 Existence; Conduct of Business. Each Co-Borrower will (a) do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, qualifications, licenses, permits, franchises, governmental authorizations, intellectual property rights, licenses and permits material to the conduct of its business, and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted and (b) carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise as it is presently conducted.

Section 5.04 Payment of Obligations. Each Co-Borrower will pay or discharge all other material liabilities and obligations, including Taxes, before the same shall become delinquent or in default, except those which are being contested by Borrowers in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP shall have been set aside on its books.

Section 5.05 Maintenance of Properties. The Borrowers will keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear and performance of its obligations under the Decommissioning Agreement excepted; provided, however, that nothing in this Agreement shall provided, however, that nothing in this Agreement shall prevent the Borrowers from relinquishing or allowing any Leases to expire or terminate, in each case in the ordinary course of the Borrowers' business.

Section 5.06 Books and Records; Inspection Rights. Each Co-Borrower will (a) keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities and (b) permit any representatives designated by the Lender (including employees of the Lender or any consultants, accountants, lawyers, agents and appraisers retained by the Lender), upon reasonable prior notice, during normal business hours, to visit and inspect its properties, conduct at such Co-Borrower's premises field examinations of such Co-Borrower's assets, liabilities, books and records, including examining and making extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times, as often as reasonably requested at the Borrowers' expense.

Section 5.07 Compliance with Laws and Material Contractual Obligations. Each Co-Borrower will (a) comply with each Requirement of Law applicable to it or its property (including, without limitation, Environmental Laws) in all material respects and (b) perform in all material respects its obligations under material agreements to which it is a party. Each Co-Borrower will enforce policies and procedures designed to ensure compliance by such Co-Borrower, and its directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

Section 5.08 Use of Proceeds.

(a) The proceeds of the Loans (except the Trust A Funding Default Loan) will be used only for payment or reimbursement of costs associated with plugging, facility and well removal and abandonment, and other actions permitted or required by the Decommissioning Agreement. The proceeds of the Trust A Funding Default Loan will be used only to fund Trust A.

(b) No Co-Borrower will request or use any Borrowing and shall procure that its directors, officers, employees and agents shall not use, the proceeds of any Borrowing (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

Section 5.09 Accuracy of Information. Each Co-Borrower will ensure that, other than the Projections described below, any information, including financial statements or other documents, material to the Loan Documents or the transactions contemplated thereby, furnished in writing to the Lender by the Manager of such Co-Borrower in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver

hereunder or thereunder contains no material misstatement of fact or omits to state any material fact, in each case necessary to make the statements therein, in the light of the circumstances under which they were made and taken as a whole, not misleading; provided that, with respect to the Projections, each Co-Borrower will cause the Projections to be prepared in good faith based upon assumptions believed to be reasonable at the time.

Section 5.10 Insurance. Each Co-Borrower will maintain with financially sound and reputable carriers having a financial strength rating of at least A- by A.M. Best Company (a) insurance in such amounts (with no greater risk retention) and against such risks and such other hazards, as is customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations and (b) all insurance required pursuant to the Collateral Documents. Each Co-Borrower will furnish to the Lender information in reasonable detail as to the insurance so maintained.

Section 5.11 Further Assurances. Each Co-Borrower will execute and deliver such further instruments as may be reasonably requested by Lender to carry out the provisions and purposes of this Agreement and the other Loan Documents and to preserve and perfect the Liens of Lender in the Collateral.

ARTICLE VI

Negative Covenants

Until the Commitment shall have expired or been terminated and the principal of and interest on each Loan and all fees, expenses and other amounts payable under any Loan Document shall have been paid in full, each Co-Borrower covenants and agrees with the Lender that:

Section 6.01 Indebtedness. No Co-Borrower will create, incur, assume or suffer to exist any Indebtedness, except (i) the Secured Obligations and (ii) when there is no Default and no Default would result therefrom, Indebtedness subordinate in all respects to Indebtedness under the Loan Documents and the Secured Obligations if and to the extent permitted by Section 7.06(d) of Fieldwood's Limited Liability Company Agreement.

Section 6.02 Liens. No Co-Borrowers will create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or assign or sell any income or revenues (including Accounts) or rights in respect of any thereof, except for Permitted Liens.

Section 6.03 Fundamental Changes.

(a) No Co-Borrower will enter into a fundamental business transaction (as defined in the BOC) including a merger, consolidation, interest exchange, conversion or sale of all or substantially all of such Co-Borrower's Real Property or other assets (including, in each case, pursuant to a Texas LLC Division).

(b) No Co-Borrower will wind-up, dissolve, liquidate, or terminate or initiate any bankruptcy, insolvency or similar proceeding.

(c) No Co-Borrower will file any motion seeking to amend, modify or alter, in any way, the Confirmation Order.

(d) No Co-Borrower will (i) revoke any voluntary decision to wind-up or cancel the required winding up of such Co-Borrower due to an event specified in Section 11.051 of the BOC or (ii) reinstate such Co-Borrower after termination.

(e) No Co-Borrower will (i) conduct or be involved in any business or operations other than operating or plugging and abandoning and decommissioning the Legacy Apache Properties or the GOM Shelf Properties or (ii) engage in any activity or take any action with respect to its properties or assets, other than in the ordinary course of business.

(f) No Co-Borrower will change its fiscal year or any fiscal quarter from the basis in effect on the date hereof.

(g) No Co-Borrowers will change the accounting basis upon which its financial statements are prepared.

Section 6.04 Investments, Loans, Advances, Guarantees and Acquisitions. No Co-Borrower will form any subsidiary or enter into any joint venture or similar business arrangement after the date hereof, or purchase, hold or acquire any Equity Interests, evidences of Indebtedness or other securities (including any option, warrant or other right to acquire any of the foregoing) of, make or permit to exist any loans, advances or capital contributions to, Guarantee (except for the Borrower Guarantees) any obligations of, or make or permit to exist any investment or any other interest in, any other Person, or purchase, farm-in or otherwise acquire any assets of any other Person, except:

(a) farm-in or farmout transactions consummated in accordance with Section 7.06 of the Limited Liability Company Agreement of Fieldwood; and

(b) conveyances or other transfers consummated in accordance with the JOA or Farmout Agreement.

Section 6.05 Asset Sales. No Co-Borrower will sell, transfer (including any disposition of property to a Texas Divided LLC pursuant to a Texas LLC Division), farmout, lease or otherwise dispose of any asset, including any Equity Interest owned by it, except:

(a) farmout transactions consummated in accordance with Section 7.06 of the Limited Liability Company Agreement of Fieldwood; and

(b) conveyances or other transfers consummated in accordance with the JOA or Farmout Agreement.

Section 6.06 Sale and Leaseback Transactions. No Co-Borrower will enter into any arrangement, directly or indirectly, whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred.

Section 6.07 Swap Agreements. No Co-Borrower will enter into any swap agreement (other than for physical swaps of less than one year in duration) without the Lender's prior consent in its sole discretion.

Section 6.08 Restricted Payments; Certain Payments of Indebtedness. No Co-Borrower will declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so.

Section 6.09 Transactions with Affiliates. No Co-Borrower will (a) enter into, amend, waive any provision of, or any of its rights under, or terminate any Related Party Agreement or (b) sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (i) farmout transactions consummated in accordance with Section 7.06 of the Limited Liability Company Agreement of Fieldwood, (ii) conveyances or other transfers consummated in accordance with the JOA or Farmout Agreement and (iii) the transition services agreement entered into between any Co-Borrower and the Credit Bid Purchaser as of even date herewith, as may be amended or replaced in its entirety.

Section 6.10 Restrictive Agreements. No Co-Borrower will enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon the ability of such Co-Borrower to create, incur or permit to exist any Lien upon any of its property or assets securing the Secured Obligations.

Section 6.11 Amendment of Organizational Documents; Material Contracts. (a) No Co-Borrower will (i) amend, modify, supplement or waive any provision of, or any of its rights under, its certificate of formation or organization, as applicable, its limited liability company agreement or any other organizational document of such Co-Borrower or (ii) issue additional Equity Interests or admit additional Persons as members under the limited liability company agreement of such Co-Borrower.

(b) No Co-Borrower will (i) amend, modify, supplement, or waive any provision of, or any of its rights under, or terminate any Material Contract, or (ii) enter into any joint operating agreement with respect to the operatorship of the Real Properties or any joint development agreement relating to the Real Properties except as otherwise permitted in Sections 6.04 or 6.05 hereof.

Section 6.12 Amendment or Termination of Material Relationships. No Co-Borrower will (a) remove, replace or materially change the work to be performed by the Service Provider or (b) remove, replace or materially change the powers, rights or responsibilities of the sole manager or independent director of Fieldwood.

Section 6.13 Excess Cash Flow. No Co-Borrower shall use Excess Cash Flow for any purpose other than (i) fulfilling its Secured Obligations and obligations under the Decommissioning Agreement and (ii) if and to the extent expressly permitted by Section 7.06(d) of Fieldwood's Limited Liability Company Agreement, to repay Indebtedness expressly permitted by Section 7.06(d) thereof and Section 6.01(ii) hereof when there is no Default and no Default would result from such repayment.

ARTICLE VII

Events of Default

If any of the following events (“Events of Default”) shall occur:

(a) the Borrowers shall fail to pay (i) any principal of any Loan or (ii) any interest on any Loan or other amount payable under this Agreement or any other Loan Document when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise and, in the case of clause (ii), such failure shall continue for five (5) Business Days;

(b) any representation or warranty made or deemed made by or on behalf of any Co-Borrower in or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, or in any report, certificate, financial statement or other document furnished by any Co-Borrower pursuant to or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, shall prove to have been materially incorrect when made or deemed made;

(c) any Co-Borrower shall fail to observe or perform any covenant, condition or agreement contained in Sections 5.01, 5.02(a), 5.03, 5.08 or 5.10 or in Article VI;

(d) any Co-Borrower shall fail to observe or perform any covenant, condition or agreement contained in this Agreement or any other Loan Document (other than those specified in clause (a) or (c) of this Article), and such failure shall continue unremedied for a period of thirty (30) days after the earlier of such Co-Borrower’s knowledge of such breach or notice thereof from the Lender if such breach relates to terms or provisions of any other Section of this Agreement or of any other Loan Document;

(e) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of any Co-Borrower or its debts, or of a substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Co-Borrower or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered;

(f) any Co-Borrower shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (e) of this Article, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Co-Borrower or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition

filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(g) any Co-Borrower shall become unable, admit in writing its inability, or publicly declare its intention not to, or fail generally, to pay its debts as they become due;

(h) one or more judgments for the payment of money in an aggregate amount in excess of \$250,000 (to the extent not covered by insurance) shall be rendered against any Co-Borrower and the same shall remain undischarged for a period of thirty (30) consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of any Co-Borrower to enforce any such judgment or any Co-Borrower shall fail within thirty (30) days to discharge one or more non-monetary judgments or orders;

(i) a Change in Control shall occur;

(j) except as permitted by the terms of any Collateral Document, (i) any Collateral Document shall for any reason fail to create a valid security interest in any Collateral purported to be covered thereby, or (ii) any Lien securing any Secured Obligation shall cease to be a perfected, first priority Lien;

(k) any Collateral Document or any Borrower Guarantee shall (other than pursuant to the terms thereof) fail to remain in full force or effect or any action shall be taken by any Co-Borrower to discontinue or to assert the invalidity or unenforceability of any Collateral Document or any Borrower Guarantee;

(l) any material provision of any Loan Document for any reason ceases to be valid, binding and enforceable in accordance with its terms (or any Co-Borrower shall challenge the enforceability of any Loan Document or shall assert in writing, or engage in any action or inaction that evidences its assertion, that any provision of any of the Loan Documents has ceased to be or otherwise is not valid, binding and enforceable in accordance with its terms);

(m) any default (other than a failure to comply with the reimbursement obligations in Section 2.7 of the Decommissioning Agreement) by any Co-Borrower shall occur under the Decommissioning Agreement;

(n) any default under a Material Contract which could result in the termination of such Material Contract;

(o) any breach of Article VII (Management) of Fieldwood's Limited Liability Company Agreement or any failure to obtain Lender's prior written consent in accordance with any provision of Fieldwood's Limited Liability Company Agreement; and

(p) any breach or default by any Co-Borrower under any agreement, document, or instrument evidencing Indebtedness;

then, and in every such event (other than an event with respect to a Co-Borrower described in clause (e) or (f) of this Article), and at any time thereafter during the continuance of such event,

the Lender may, by notice to the Borrowers, take either or both of the following actions, at the same or different times: (i) terminate the Commitment, whereupon the Commitment shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall become due and payable immediately, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers; and in the case of any event with respect to a Co-Borrower described in clause (e) or (f) of this Article, the Commitment shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall automatically become due and payable, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers. Upon the occurrence and during the continuance of an Event of Default, the Lender may increase the rate of interest applicable to the Loans and other Secured Obligations as set forth in this Agreement and exercise any rights and remedies provided to the Lender under the Loan Documents or at law or equity, including all remedies provided under the UCC.

ARTICLE VIII

Miscellaneous

Section 8.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by fax or electronic communication (to the extent provided in clause (b) below), as follows:

- (i) if to Borrowers at:

 Attention: _____

- (ii) if to the Lender at:

Apache Corporation
 2000 Post Oak Boulevard, Suite 100
 Houston, Texas 77056
 Attention: Treasurer and Nora Dobin
 e-mails: ben.rodgers@apachecorp.com and nora.dobin@apachecorp.com

All such notices and other communications (i) sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received, (ii) sent by fax shall be deemed to have been given when sent, provided that if not given during normal business hours for the recipient, such notice or communication shall be deemed to have

been given at the opening of business on the next Business Day of the recipient, or (iii) delivered through electronic communication to the extent provided in paragraph (b) below shall be effective as provided in such paragraph.

(b) Notices and other communications to the Lender hereunder may be delivered or furnished by electronic communications (including e-mail); provided that the foregoing shall not apply to notices pursuant to Article II unless otherwise agreed by the Lender. Each of the Lender or the Borrowers may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. All such notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient.

(c) Any party hereto may change its address, facsimile number or e-mail address for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

Section 8.02 Waivers; Amendments.

(a) No failure or delay by the Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Lender hereunder and under any other Loan Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Co-Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Lender may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrowers and the Lender.

Section 8.03 Expenses; Indemnity; Damage Waiver.

(a) Borrowers shall pay or reimburse Lender for any and all out-of-pocket expenses (including attorneys', auditors', and accountants' fees, charges, and disbursements) incurred or paid by Lender in connection with the preparation, execution, and delivery of the Loan Documents, subject to the \$4,000,000 cap specified in the Restructuring Support Agreement or

the Confirmation Order for fees and expenses of Lender related to the formation of Borrowers and restructuring of Debtor. Borrowers also shall pay or reimburse Lender for any and all out-of-pocket expenses and internal charges (including attorneys', auditors', and accountants' fees, and time charges of attorneys, paralegals, auditors, and accountants who may be employees of Lender) incurred or paid by Lender in connection with the administration of the Loan Documents and the enforcement, collection, or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring, or negotiations in respect of such Loans.

(b) The Borrowers, jointly and severally, shall indemnify the Lender, and each Related Party of the Lender (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, penalties, incremental taxes, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or the use of the proceeds therefrom, (iii) any actual or alleged presence or Release of Hazardous Materials on or from any property owned or operated by any Co-Borrower, or any Environmental Liability related in any way to any Co-Borrower, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, penalties, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. WITHOUT LIMITATION OF THE FOREGOING, IT IS THE INTENTION OF THE BORROWERS AND EACH CO-BORROWER AGREES THAT THE FOREGOING INDEMNITIES SHALL APPLY TO EACH INDEMNITEE WITH RESPECT TO LOSSES, CLAIMS, DAMAGES, PENALTIES, LIABILITIES AND RELATED EXPENSES (INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION OR PREPARATION THEREFOR), WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH (AND/OR ANY OTHER) INDEMNITEE.

(c) To the extent permitted by applicable law, each of the Co-Borrower and the Lender agrees that it shall not assert, and hereby waives, any claim against the other, (i) for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet), or (ii) on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document, or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or the use of the proceeds thereof; provided that, nothing in this paragraph (c) shall relieve any Co-Borrower of any obligation it may have to indemnify an Indemnitee against special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.

(d) All amounts due under this Section shall be payable promptly after written demand therefor.

Section 8.04 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Co-Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender (and any attempted assignment or transfer by any Co-Borrower without such consent shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby) and, to the extent expressly contemplated hereby, the Related Parties of the Lender) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) The Lender may assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld, conditioned, or delayed) of the Borrowers, provided that the Borrowers shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Lender within five (5) Business Days after having received notice thereof, and provided further that no consent of the Borrowers shall be required if an Event of Default has occurred and is continuing.

(c) The Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of the Lender.

Section 8.05 Survival. All covenants, agreements, representations, and warranties made by the Borrowers in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and so long as the Commitment has not expired or terminated. The provisions of Section 8.03 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans and the Commitment or the termination of this Agreement or any other Loan Document or any provision hereof or thereof.

Section 8.06 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents

constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Lender and when the Lender shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Delivery of an executed counterpart of a signature page of this Agreement by fax, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 8.07 Severability. Any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 8.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, the Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits at any time held and other obligations at any time owing by the Lender, to or for the credit or the account of any Co-Borrower against any of and all the Secured Obligations, irrespective of whether or not the Lender shall have made any demand under the Loan Documents and although such obligations may be unmatured. The rights of the Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which the Lender may have.

Section 8.09 Governing Law; Jurisdiction; Consent to Service of Process.

(a) The Loan Documents (other than those containing a contrary express choice of law provision) shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Texas, but giving effect to federal laws applicable to national banks.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any U.S. federal or Texas State court sitting in Houston, Texas in any action or proceeding arising out of or relating to any Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such state court or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment, non-appealable in any such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any

other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Co-Borrower or its properties in the courts of any jurisdiction.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 8.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 8.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OR OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 8.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 8.12 Interest Rate Limitation. No provision of this Agreement or of any other Loan Documents shall require the payment or the collection of interest in excess of the Maximum Rate. If any excess of interest in such respect is hereby provided for, or shall be adjudicated to be so provided, in any other Loan Documents or otherwise in connection with this Agreement, the provisions of this Section shall govern and prevail and no Co-Borrower or the sureties, guarantors, successors or assigns of such Co-Borrower shall be obligated to pay the excess amount of such interest or any other excess sum paid for the use, forbearance or detention of sums loaned pursuant hereto. In the event Lender ever receives, collects or applies as interest any such sum, such amount which would be in excess of the maximum amount permitted by applicable law shall be applied as a payment and reduction of the principal of the indebtedness evidenced by the Note; and, if the principal of the Note been paid in full, any remaining excess shall forthwith be paid to Borrowers. In determining whether or not the interest paid or payable

exceeds the Maximum Rate, Borrowers and Lender shall, to the extent permitted by applicable law, (a) characterize any non-principal payment as an expense, fee or premium rather than as interest, (b) exclude voluntary prepayments and the effects thereof and (c) amortize, prorate, allocate and spread in equal or unequal parts the total amount of interest throughout the entire contemplated term of the indebtedness evidenced by the Note so that interest for the entire term does not exceed the Maximum Rate

Section 8.13 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), each Co-Borrower acknowledges and agrees that: (a) (i) the arranging and other services regarding this Agreement provided by the Lender are arm's-length commercial transactions between the Borrowers, on the one hand, and the Lender, on the other hand, (ii) the Borrowers have consulted their own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Borrowers are capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (b) (i) the Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrowers, or any other Person and (ii) the Lender has no obligation to the Borrowers with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (c) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the Borrowers, and the Lender has no obligation to disclose any of such interests to the Borrowers. To the fullest extent permitted by law, each Co-Borrower hereby waives and releases any claims that it may have against the Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 8.14 Joint and Several Liability.

(a) Each Co-Borrower acknowledges and agrees that it is the intent of the parties that each Co-Borrower be primarily liable for the Secured Obligations as a joint and several obligor. It is the intention of the parties that, with respect to liability of any Co-Borrower hereunder arising solely by reason of its being jointly and severally liable for Loans and other Secured Obligations by other Borrower, the obligations of such Co-Borrower shall be absolute, unconditional, and irrevocable irrespective of:

(i) any lack of validity, legality, or enforceability of this Agreement or any Loan Document as to any other Co-Borrower;

(ii) the failure of the Lender: (A) to enforce any right or remedy against any Co-Borrower or any other Person (including any surety) under the provisions of this Agreement or otherwise, or (B) to exercise any right or remedy against any surety of, or Collateral securing, any obligations;

(iii) any change in the time, manner, or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other extension, compromise, or renewal of any Secured Obligations;

(iv) any reduction, limitation, impairment, or termination of any Secured Obligations with respect to any other Co-Borrower for any reason, including any claim of waiver, release, surrender, alteration, or compromise, and shall not be subject to (and each Co-Borrower hereby waives any right to or claim of) any defense (other than the defense of payment in full of the Secured Obligations) or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Secured Obligations with respect to any other Co-Borrower;

(v) any addition, exchange, release, surrender, or nonperfection of any Collateral, or any amendment to, or waiver or release or addition of, or consent to departure from, any guaranty held by the Lender securing any of the Secured Obligations; or

(vi) any other circumstance which might otherwise constitute a defense (other than the defense of payment in full of the Secured Obligations) available to, or a legal or equitable discharge of, any other Co-Borrower, any surety or any guarantor.

(b) Each Co-Borrower agrees that its liability hereunder and its liability under any of the Loan Documents shall continue to be effective or be reinstated, as the case may be, if at any time any payment (in whole or in part) of any of the Secured Obligations is rescinded or must be restored by Lender upon the insolvency, bankruptcy, or reorganization of any Co-Borrower as though such payment had not been made.

(c) Each Co-Borrower hereby expressly waives: (i) notice of the Lender's acceptance of this Agreement; (ii) notice of the existence or creation or non-payment of all or any of the Secured Obligations other than notices expressly provided for in this Agreement; (iii) presentment, demand, notice of dishonor, protest, acceleration and the notice of intent to accelerate, and all other notices whatsoever other than notices expressly provided for in this Agreement; and (iv) all diligence in collection or protection of, or realization upon, the Secured Obligations or any part thereof, any obligation hereunder, or any security for or Guarantee of any of the foregoing, subject, however, in the case of Collateral in the possession of Lender to such Person's duty to use reasonable care in the custody and preservation of such Collateral.

(d) No delay on the Lender's part in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by any of the Lenders of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No action of Lender permitted hereunder shall in any way affect or impair any such Lender's rights or any Co-Borrower's Secured Obligations under this Agreement or the other Loan Documents.

Section 8.15 NOTICE OF FINAL AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

BORROWERS:

FIELDWOOD ENERGY I LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

GOM SHELF LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

LENDER:

APACHE CORPORATION,
a Delaware corporation, as Lender

By: _____
Name: _____
Title: _____

SCHEDULE 3.04³

Properties

³ To be completed in a manner mutually agreeable to all parties as a condition to Apache's execution.

SCHEDULE 3.11⁴

Insurance

⁴ To be completed in a manner mutually agreeable to all parties as a condition to Apache's execution.

SCHEDULE 3.16⁵

Affiliate Transactions

⁵ To be completed in a manner mutually agreeable to all parties as a condition to Apache's execution.

EXHIBIT A

Form of Note

NOTE

\$200,000,000

_____, 20[●]

FOR VALUE RECEIVED, each of the undersigned, FIELDWOOD ENERGY I LLC, a Texas limited liability company (“Fieldwood”) and GOM SHELF LLC, a Delaware limited liability company (“GOM” together with Fieldwood, the “Borrowers”), jointly and severally, promises to pay to APACHE CORPORATION, a Delaware corporation (the “Lender”), at the place and times provided in the Loan Agreement referred to below, the principal sum of TWO HUNDRED MILLION DOLLARS (\$200,000,000) or, if less, the unpaid principal amount of all Loans made by the Lender from time to time pursuant to that certain Standby Loan Agreement, dated as of _____, 20[●] (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) by and among the Borrowers and the Lender. Capitalized terms used herein and not defined herein shall have the meanings assigned thereto in the Loan Agreement.

The unpaid principal amount of this Note from time to time outstanding is subject to mandatory repayment from time to time as provided in the Loan Agreement and shall bear interest as provided in Section 2.07 of the Loan Agreement. All payments of principal and interest on this Note shall be payable in lawful currency of the United States in immediately available funds to the Lender in accordance with the Loan Agreement.

This Note is entitled to the benefits of, and evidences the Secured Obligations incurred under, the Loan Agreement, to which reference is made for a statement of the terms and conditions on which each Borrower is permitted and required to make prepayments and repayments of principal of the Secured Obligations evidenced by this Note and under which such Secured Obligations may be declared to be immediately due and payable.

This Note and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Note shall be governed by, and construed in accordance with, the law of the State of Texas.

The Borrowers hereby waive all requirements as to diligence, presentment, demand of payment, protest and, except as required by the Loan Agreement, notice of any kind with respect to this Note.

This Note may be transferred or assigned solely in accordance with the terms and provisions of the Loan Agreement.

This Note may be executed in multiple counterparts, each of which, for all purposes, shall be deemed an original, and all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Note as of the day and year first above written.

FIELDWOOD ENERGY I LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

GOM SHELF LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT B⁶

Form of Borrowing Request

BORROWING REQUEST

_____, 20__

Apache Corporation
2000 Post Oak Boulevard, Suite 100
Houston, Texas 77056
Attention: Treasurer and Nora Dobin
Email: ben.rodgers@apachecorp.com and nora.dobin@apachecorp.com

Apache Corporation,

Reference is made to that certain Loan Agreement, dated as of _____ (the “Loan Agreement”), among Fieldwood Energy I LLC (“Fieldwood”), GOM Shelf LLC (“GOM”, together with Fieldwood, the “Borrowers” and each individually, a “Co-Borrower”) and Apache Corporation (“Lender”). Terms defined in the Loan Agreement are used herein with the same meanings. This notice constitutes a Borrowing Request and Borrowers hereby request a Loan under the Loan Agreement, and in that connection Borrowers specify the following information with respect to the Loan requested hereby:

- (A) Principal amount of the requested Loan: _____
- (B) Effective date of such requested Loan (which is a Business Day): _____
- (C) the aggregate principal amount of all Loans then outstanding: _____

Borrowers hereby represent and warrant that all conditions in Section 4.02 of the Loan Agreement are satisfied.

Borrowers have caused this Borrowing Request to be executed and delivered by its [Authorized Officer/Manager] this ____ day of _____, 20__.

Very truly yours,

[FIELDWOOD ENERGY I LLC]

By: _____
Name: _____

⁶ Form to be mutually agreeable to all parties as a condition to Apache’s execution.

Title:

[GOM SHELF LLC]

By: _____

Name:

Title:

EXHIBIT C⁷

Form of Compliance Certificate

COMPLIANCE CERTIFICATE

In connection with that certain Standby Loan Agreement, dated as of _____ (the “Loan Agreement”), among Fieldwood Energy I, LLC (“Fieldwood”), GOM Shelf LLC (“GOM”, together with Fieldwood, the “Borrowers”) and Apache Corporation (“Lender”), the undersigned, the Manager of Fieldwood does hereby certify, pursuant to Section 5.01(c) of the Loan Agreement, as follows (capitalized terms hereinafter used having the meaning specified in the Loan Agreement):

1. In accordance with Sections 5.01(a) or (b) of the Loan Agreement, the consolidated balance sheet and related consolidated statements of operations, members’ equity and cash flows financial statements of Fieldwood and its consolidated Subsidiaries as of _____, 20__ present fairly in all material respects their consolidated financial condition and results of operations in accordance with GAAP at such date.

2. No Default has occurred and is continuing [other than _____].⁸

3. As of the date hereof, the outstanding principal balance of all Loan advanced under the Loan Agreement is \$_____. The Borrowers have sufficient funds to pay all accrued interest due under Section 2.07(c) of the Loan Agreement for the following six (6) month period.

IN WITNESS WHEREOF, I have hereunto set my hand as of this ____ day of _____, _____.

Name:

Title: Manager

^{7 7} Form to be mutually agreeable to all parties as a condition to Apache’s execution.

⁸ If Default has occurred, Borrower shall specify details thereof and any action taken or proposed to be taken with respect thereto.

Exhibit 9

Security Agreement

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this “Security Agreement”) is entered into as of [●] by and among **FIELDWOOD ENERGY I LLC**, a Texas limited liability company (“Fieldwood”), **GOM SHELF LLC**, a Delaware limited liability company (“GOM”, together with Fieldwood, the “Grantors”) and **APACHE CORPORATION**, a Delaware corporation (“Lender”) on behalf of itself and the other Secured Parties (as defined in the Loan Agreement (as defined below)).

RECITALS

WHEREAS, the Grantors and Lender are entering into a Standby Loan Agreement dated as of [●] (the “Loan Agreement”).

WHEREAS, the Grantors are entering into this Security Agreement in order to induce Lender to enter into and extend credit under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS.

1.1 **Reference to Security Agreement.** Unless otherwise specified, all references herein to Articles, Sections, Recitals, and Schedules refer to Articles and Sections of, and Recitals and Schedules to, this Security Agreement. All Schedules include amendments and supplements thereto from time to time.

1.2 **Principles of Construction.** Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neutral, as the context indicates is appropriate. Whenever the words “include,” “includes” or “including” are used in this Security Agreement, they shall be deemed to be followed by the words “without limitation”. All references to agreements and other contractual Instruments shall be deemed to include subsequent amendments, permitted assignments, and other modifications thereto, but only to the extent such amendments, assignments, and other modifications are not prohibited by the terms of any Loan Document. Furthermore, any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing, or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified, or supplemented from time to time.

1.3 **Definitions.** Unless otherwise defined herein, or the context hereof otherwise requires, each term defined in either the Loan Agreement or the UCC is used in this Security Agreement with the same meaning; *provided that*, if the definition given to such term in the Loan Agreement conflicts with the definition given to such term in the UCC, the Loan Agreement definition shall control to the extent legally allowable; and if any definition given to such term in Article 9 of the UCC conflicts with the definition given to such term in any other chapter of the UCC, the Article 9 definition shall prevail. As used herein, the following terms have the meanings indicated:

“Account” means any “account,” as such term is defined in Section 9.102(a)(2) of the UCC.

“Account Debtor” means any person who is obligated on a Receivable.

“Cash Collateral Account” has the meaning set forth in Section 5.5.

“Chattel Paper” means any “chattel paper”, as such term is defined in Section 9.102(a)(11) of the UCC, including all Electronic Chattel Paper and Tangible Chattel Paper.

“Collateral” has the meaning set forth in Section 2.1.

“Collateral Records” means books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

“Collateral Support” means all property (real or personal) assigned, hypothecated, or otherwise securing any Collateral and shall include any security agreement or other agreement granting a Lien or security interest in such real or personal property.

“Commercial Tort Claims” means any “commercial tort claim”, as such term is defined in Section 9.102(a)(13) of the UCC, including all commercial tort claims listed on Schedule 3.8.

“Contractual Obligations” means, as to any Person, any provision of any security issued by such Person or of any agreement, undertaking, contract, indenture, mortgage, deed of trust or other instrument, document or agreement to which such Person is a party or by which it or any of its Property is bound.

“Control” has the meaning set forth in Sections 7.106, 8.106, 9.104, 9.105, 9.106, or 9.107 of the UCC, as applicable.

“Copyright Licenses” means any and all agreements providing for the granting of any right in or to Copyrights, including each agreement referred to on Schedule 3.15.

“Copyrights” means all United States and foreign copyrights, including copyrights in software and databases, whether registered or unregistered, and, with respect to any and all of the foregoing: (a) all registrations and applications therefor, including the registrations and applications referred to on Schedule 3.15; (b) all extensions and renewals thereof; (c) all rights corresponding thereto throughout the world; (d) all rights to sue for past, present and future infringements thereof; and (e) all products and Proceeds of the foregoing, including any income, royalties, and awards and any claim by any Grantor against third parties for past, present, or future infringement of any Copyright or any Copyright licensed under any Copyright License.

“Default Rate” means a rate of interest equal to 2% plus the highest rate otherwise applicable to any Loan advanced to a Grantor under the Loan Agreement.

“Deposit Accounts” means any “deposit account”, as such term is defined in Section 9.102(a)(29) of the UCC, including those deposit accounts identified on Schedule 3.8, and any account which is a replacement or substitute for any of such accounts, together with all monies, Instruments, certificates, checks, drafts, wire transfer receipts, and other property deposited therein and all balances therein.

“Documents” means any “document”, as such term is defined in Section 9.102(a)(30) of the UCC.

“Electronic Chattel Paper” means any “electronic chattel paper”, as such term is defined in Section 9.102(a)(31) of the UCC.

“Equipment” means: (a) any “equipment”, as such term is defined in Section 9.102(a)(33) of the UCC; (b) all machinery, equipment, furnishings, Fixtures, motor vehicles, rolling stock; and (c) any and all additions, substitutions, and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment, and accessories installed thereon or affixed thereto (in each case, regardless of whether characterized as equipment under the UCC).

“Excluded Accounts” means (a) any deposit accounts exclusively used for employee trust, payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of any employees of the Grantors, (b) any deposit account which is used as an escrow account or fiduciary or trust account and solely contains deposits made for the benefit of another Person (other than any Grantor), and in which such deposits are held on behalf of, and for the benefit of, such other Person, including, but not limited to working interest owners, royalty owners and the like, and (c) any other deposit account that is pledged to a third party to the extent such Lien is a Permitted Lien.

“Excluded Property” means, collectively, (a) any permit or license or any Contractual Obligation of any Grantor (i) that prohibits or requires the consent of any Person other than the Grantors or their Affiliates which has not been obtained as a condition to the creation by such Grantor of a Lien on any right, title, or interest in such permit, license, or Contractual Obligation related thereto or (ii) to the extent that any Requirement of Law applicable thereto prohibits the creation of a Lien thereon, but only to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other Requirement of Law; provided, however, “Excluded Property” shall not include any proceeds, products, substitutions, or replacements of Excluded Property (unless such proceeds, products, substitutions, or replacements would otherwise constitute Excluded Property) and (b) Excluded Accounts.

“Fixtures” means any “fixtures”, as such term is defined in Section 9.102(a)(41) of the UCC.

“General Intangibles” means: (a) any “general intangibles”, as such term is defined in Section 9.102(a)(42) of the UCC; and (b) all interest rate or currency protection or hedging arrangements, computer software, computer programs, all tax refunds and tax refund claims, all licenses, permits, concessions and authorizations, all contract rights, all joint venture interests, partnership interests, or membership interests that do not constitute a Security, all Material Contracts, and all Intellectual Property (in each case, regardless of whether characterized as general intangibles under the UCC).

“Goods” means: (a) “goods”, as that term is defined in Section 9.102(a)(44) of the UCC; (b) all Inventory; and (c) all Equipment (in each case, regardless of whether characterized as goods under the UCC).

“Grantors” has the meaning set forth in the preamble, and “Grantor” means any one of the Grantors.

“Instrument” means any “instrument”, as such term is defined in Section 9.102(a)(47) of the UCC.

“Intellectual Property” means, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses.

“Inventory” means any “inventory”, as such term is defined in Section 9.102(a)(48) of the UCC.

“Investment Related Property” means: (a) any “investment property”, as such term is defined in Section 9.102(a)(49) of the UCC; and (b) all Pledged Equity Interests (regardless of whether such interest is classified as investment property under the UCC).

“Letter-of-Credit Right” means any “letter-of-credit right”, as such term is defined in Section 9.102(a)(51) of the UCC.

“Material Contracts” means: (a) all of Grantors’ rights, titles, and interests in, to, and under those contracts listed on Schedule 3.8, including all rights of any Grantor to receive moneys due and to become due under or pursuant to the Material Contracts; (b) all rights of Grantors to receive Proceeds of any insurance, indemnity, warranty, or guaranty with respect to the Material Contracts; (c) all claims of Grantors for damages arising out of or for breach of or default under the Material Contracts; and (d) all rights of Grantors to compel performance and otherwise exercise all rights and remedies under the Material Contracts.

“Maximum Liability” has the meaning set forth in Section 6.2(a).

“Money” means “money” as defined in Section 1.201(b)(24) of the UCC.

“Patent Licenses” means all agreements providing for the granting of any right in or to Patents, including each agreement referred to on Schedule 3.15.

“Patents” means all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including: (a) each patent and patent application referred to on Schedule 3.15; (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof; (c) all rights corresponding thereto throughout the world; (d) all inventions and improvements described therein; (e) all rights to sue for past, present and future infringements thereof; (f) all licenses, claims, damages, and Proceeds of suit arising therefrom; and (g) all products and Proceeds of the foregoing, including any income, royalties, and awards and any claim by any Grantor against third parties for past, present, or future infringement of any Patent or any Patent licensed under any Patent License.

“Pledged Equity Interests” means all Pledged Stock, Pledged LLC Interests, and Pledged Partnership Interests.

“Pledged LLC Interests” means all membership interests owned by a Grantor in any limited liability company, including all membership interests listed on Schedule 3.8 and the certificates, if any, representing such membership interests as such interest may be increased or otherwise adjusted from time to time, including (a) all of such Grantor’s right, title, and interest in any and all distributions, issues, profits, and shares (including rights in the nature of warrants, purchase options, or options to acquire any property or further interest in such limited liability company) payable or distributable by such limited liability company, whether in cash or otherwise, whether for capital or income or surplus or otherwise, including distributions upon liquidation, dissolution, revision, reclassification, split-up, or other change or transaction affecting such limited liability company, or as a sale, refinancing, or other capital transaction affecting any assets or property of such limited liability company; (b) all of such Grantor’s right, title, and interest as a member with respect to such limited liability company and the company agreement, operating agreement, or limited liability company agreement; (c) all of such Grantor’s rights under the company agreement, operating agreement, or limited liability company agreement; (d) all of such Grantor’s right to vote upon, approve, or consent to (or withhold consent or approval to) any matter pursuant to the company agreement, operating agreement, or limited liability company agreement, or otherwise to control, manage, or direct the affairs of such limited liability company; and (e) all of such Grantor’s right to terminate, amend, supplement, modify or waive performance under, the company agreement, operating agreement, or limited liability company agreement, or perform thereunder, and to compel performance and otherwise to exercise all remedies thereunder; and (f) all Proceeds therefrom.

“Pledged Partnership Interests” means all partnership interests owned by a Grantor in any general partnership, limited partnership, limited liability partnership, or other partnership, including all partnership interests listed on Schedule 3.8 and the certificates, if any, representing such partnership interests as such interests may be increased or otherwise adjusted from time to time, including (a) all of such Grantor’s right, title, and interest in any and all distributions, issues, profits, and shares (including rights in the nature of warrants, purchase options, or options to acquire any property or further interest in such partnership) payable or distributable by such partnership, whether in cash or otherwise, whether for capital or income or surplus or otherwise, including distributions upon liquidation, dissolution, revision, reclassification, split up, or other change or transaction affecting such partnership, or as a sale, refinancing, or other capital transaction affecting any assets or property of such partnership; (b) all of Grantor’s right, title, and interest as a partner with respect to such partnership and the partnership agreement or other agreement governing such partnership; (c) all of Grantor’s rights under the partnership agreement or other agreement governing such partnership; (d) all of Grantor’s right to vote upon, approve, or consent to (or withhold consent or approval to) any matter pursuant to the partnership agreement or other agreement governing such partnership, or otherwise to control, manage, or direct the affairs of such partnership; and (e) all of Grantor’s right to terminate, amend, supplement, modify, or waive performance under, the partnership agreement or other agreement governing such partnership, or perform thereunder, and to compel performance and otherwise to exercise all remedies thereunder; and (f) all Proceeds therefrom.

“Pledged Stock” means all shares of capital stock owned by a Grantor, including all shares of capital stock described on Schedule 3.8, and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, including all voting rights with respect to such Pledged Stock and all dividends, distributions, cash, warrants, rights, options, Instruments, securities, and other property or Proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of such shares.

“Proceeds” means any “proceeds,” as such term is defined in Section 9.102(a)(65) of the UCC and, in any event, shall include, but not be limited to, (a) any and all proceeds of any insurance, indemnity, warranty, or guaranty payable to a Grantor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to a Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure, or forfeiture of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of Governmental Authority), and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Receivables” means the Accounts, Chattel Paper, Documents, Instruments, Investment Related Property, or Commercial Tort Claims, and any other rights or claims to receive Money which are General Intangibles or which are otherwise included as Collateral, together with all of the applicable Grantor’s rights, if any, in all Collateral Support and Supporting Obligations related thereto.

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, partners, members, trustees, employees, agents, administrators, managers, representatives and advisors of such Person and such Person’s Affiliates.

“Requirement of Law” means, with respect to any Person, any statute, law (including common law), treaty, rule, regulation, code, ordinance, order, decree, writ, judgment, injunction or determination of any arbitrator or court or other Governmental Authority (including Environmental Laws), in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Secured Obligations” means (a) all unpaid principal of and accrued and unpaid interest on the Loans, (b) all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations and indebtedness (including interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (c) all costs and expenses, including all attorneys’ fees and legal expenses, incurred by Lender to preserve and maintain the Collateral, collect the obligations described herein or described in the other Loan Documents, and enforce this Security Agreement or any rights under any other Loan Documents, (d) the obligation to reimburse any amount that Lender (in its sole and absolute discretion) elects to pay or advance on behalf of any Grantor following the occurrence of an Event of Default, (e) obligations and liabilities of the Grantors to the Lender, any Secured Party or any indemnified party, individually or collectively, existing on the Effective Date or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, in all cases arising or incurred under this Security Agreement, under any of the other Loan Documents, under the Decommissioning Agreement or in respect of any of the Loans made or any reimbursement or other obligations incurred under any of the foregoing, (f) all amounts owed under any extension, renewal, or modification of any of the foregoing and (g) any of the foregoing that arises after the filing of a petition by or against any Grantor under the Bankruptcy Code, even if the obligations due do not accrue because of the automatic stay under Bankruptcy Code § 362 or otherwise; in each case with respect to clauses (a) through (e) above, whether or not (i) such Secured Obligations arise or accrue before or after the filing by or against any Grantor of a petition under the Bankruptcy Code, or any similar filing by or against any Grantor under the laws of any jurisdiction, or any bankruptcy, insolvency, receivership or other similar proceeding, (ii) such Secured Obligations are allowable under Section 502(b)(2) of the Bankruptcy Code or under any other insolvency proceedings, (iii) the right of payment in respect of such Secured Obligations is reduced to judgment, or (iv) such Secured Obligations are liquidated, unliquidated, similar, dissimilar, related, unrelated, direct, indirect, fixed, contingent, primary, secondary, joint, several, or joint and several, matured, disputed, undisputed, legal, equitable, secured, or unsecured.:

“Security” has the meaning set forth in Section 8.102(a)(15) of the UCC.

“Supporting Obligation” means all “supporting obligations” as defined in Section 9.102(a)(78) of the UCC.

“Tangible Chattel Paper” means any “tangible chattel paper”, as such term is defined in Section 9.102(a)(79) of the UCC.

“Trademark Licenses” means any and all agreements providing for the granting of any right in or to Trademarks, including each agreement referred to on Schedule 3.15.

“Trademarks” means all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including: (a) the registrations and applications referred to on Schedule 3.15; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all products and Proceeds of the foregoing, including any income, royalties, and awards and any claim by any Grantor against third parties for past, present, or future infringement of any Trademark or any Trademark licensed under any Trademark License.

“Trade Secret Licenses” means any and all agreements providing for the granting of any right in or to Trade Secrets, including each agreement referred to on Schedule 3.15.

“Trade Secrets” means all trade secrets and all other confidential or proprietary information and know-how, whether or not such Trade Secret has been reduced to a writing or other tangible form, including all Documents and things embodying, incorporating, or referring in any way to such Trade Secret, including: (a) the right to sue for past, present, and future misappropriation or other violation of any Trade Secret; and (b) all products and Proceeds of the foregoing, including any income, royalties, and awards and any claim by any Grantor against third parties for past, present, or future infringement of any Trade Secrets or any Trade Secrets licensed under any Trade Secret License.

2. GRANT OF SECURITY INTEREST.

2.1 **Security Interest.** To secure the prompt and complete payment and performance of the Secured Obligations when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand, or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code or any similar provisions of other applicable laws), each Grantor hereby grants to Lender a continuing security interest in, a Lien upon, and a right of set off against, and hereby assigns to Lender as security, all personal property of such Grantor, whether now owned or hereafter acquired or existing, and wherever located (together with all other collateral security for the Secured Obligations at any time granted to or held or acquired by Lender, collectively, the “Collateral”), including:

- (a) Accounts;
- (b) Chattel Paper;
- (c) Commercial Tort Claims;
- (d) Deposit Accounts;
- (e) Documents;
- (f) General Intangibles;
- (g) Goods;
- (h) Instruments;
- (i) Letter of Credit Rights;
- (j) Money;
- (k) Fixtures;
- (l) Intellectual Property;
- (m) Material Contracts;
- (n) Investment Related Property;
- (o) to the extent not otherwise included above, all Collateral Records, Collateral Support, and Supporting Obligations relating to any of the foregoing; and

(p) to the extent not otherwise included above, all accessions to, substitutions for, and all replacements, products, Proceeds of the foregoing, including Proceeds of and unearned premiums with respect to insurance policies, and claims against any Person for loss, damage, or destruction of any Collateral.

If the security interest granted hereby in any rights of any Grantor under any contract included in the Collateral is expressly prohibited by such contract, then the security interest hereby granted therein nonetheless remains effective to the extent allowed by Article 9 of the UCC or other applicable law but is otherwise limited by that prohibition. Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; *provided* that with respect to Excluded Property to be covered by clause (a)(i) of the definition thereof, such Excluded Property shall be identified on Schedule 3.16; *provided further that* if and when any Property shall cease to be Excluded Property, a Lien on and security in such Property shall be deemed granted therein. Furthermore, notwithstanding any contrary provision, each Grantor agrees that, if, but for the application of this paragraph, granting a security interest in the Collateral would constitute a fraudulent conveyance under 11 U.S.C. § 548 or a fraudulent conveyance or transfer under any state fraudulent conveyance, fraudulent transfer, or similar law in effect from time to time (each a “fraudulent conveyance”), then the security interest remains enforceable to the maximum extent possible without causing such security interest to be a fraudulent conveyance, and this Security Agreement is automatically amended to carry out the intent of this sentence.

2.2 Grantor Remains Liable. Notwithstanding anything to the contrary contained herein, (a) each Grantor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its respective duties and obligations thereunder to the same extent as if this Security Agreement had not been executed, (b) the exercise by Lender of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) Lender shall not have any obligation or liability under any of the contracts and agreements included in the Collateral by reason of this Security Agreement, and Lender shall not be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

2.3 Authorization to File Financing Statements. Each Grantor hereby irrevocably authorizes Lender at any time and from time to time to file in any UCC jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of such Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by Subchapter E of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether such Grantor is an organization, the type of organization and any organization identification number issued to such Grantor and (B) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Each Grantor agrees to furnish any such information to Lender promptly upon request.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants to Lender that:

3.1 Title; Authorization; Enforceability; Perfection. (a) Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Permitted Liens, and has full power and authority to grant to Lender the security interest in such Collateral; (b) the execution and delivery by each Grantor of this Security Agreement has been duly authorized, and this Security Agreement constitutes a legal, valid and binding obligation of such Grantor and creates a security interest enforceable against such Grantor in all

now owned and hereafter acquired Collateral subject to applicable bankruptcy, insolvency, reorganization; moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law; (c)(i) upon the filing of all UCC financing statements naming each Grantor as "debtor" and Lender as "secured party" and describing the Collateral in the filing offices set forth opposite such Grantor's name on Schedule 3.4 hereof, (ii) upon delivery of all Instruments, Chattel Paper, and certificated Pledged Equity Interest, (iii) upon sufficient identification of Commercial Tort Claims, (iv) upon execution of a control agreement establishing Lender's Control with respect to any Deposit Account, (v) upon consent of the issuer or any nominated person with respect to Letter of Credit Rights, and (vi) to the extent not subject to Article 9 of the UCC, upon recordation of the security interests granted hereunder in Intellectual Property in the applicable intellectual property registries, including the United States Patent and Trademark Office and the United States Copyright Office, the security interests granted to Lender hereunder constitute valid and perfected first priority Liens, subject only to Permitted Liens.

3.2 Conflicting Legal Requirements and Contracts. Neither the execution and delivery by any Grantor of this Security Agreement, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof (a) will not violate such Grantors organizational documents or any Requirement of Law applicable to such Grantor, (b) will not violate or result in a default under any indenture, agreement or other Instrument binding upon a Grantor or the assets of such Grantor, or give rise to a right thereunder to require any payment to be made by such Grantor, and (a) will not result in the creation or imposition of any Lien on any asset of such Grantor, except Liens created pursuant to the Loan Documents.

3.3 Governmental Authority. No authorization, approval, or other action by, and no notice to or filing with, any Governmental Authority, except such as have been obtained or made and are in full force and effect and except for filings necessary to perfect Liens created pursuant to the Loan Documents is required either (a) for the pledge by any Grantor of the Collateral pursuant to this Security Agreement or for the execution, delivery, or performance of this Security Agreement by any Grantor, or (b) for the exercise by Lender of the rights provided for in this Security Agreement or the remedies in respect of the Collateral pursuant to this Security Agreement.

3.4 Grantor Information. Each Grantor's exact legal name, jurisdiction of organization, type of entity, state issued organizational identification number and the location of its principal place of business, or chief executive office and of the books and records relating to the Receivables, are disclosed on Schedule 3.4; no Grantor has other places of business except those set forth on Schedule 3.4. Except as noted on Schedule 3.4 hereto, all such books, records, and Collateral are in such Grantor's possession. No Grantor has done business under any other name (including any trade-name or fictitious business name) except for those names set forth on Schedule 3.4. Except as provided on Schedule 3.4, no Grantor has changed its name, jurisdiction of organization, principal place of business, or chief executive office or its corporate structure in any way.

3.5 Property Locations. The Inventory, Equipment, and Fixtures are located solely at the locations described on Schedule 3.5.

3.6 No Financing Statements or Control Agreements. Other than (i) the financing statements and control agreements with respect to this Security Agreement and (ii) financing statements or control agreements exclusively for Permitted Liens, there are no other financing statements or control agreements covering any Collateral.

3.7 **Maintenance of Collateral.** All tangible Collateral which is necessary to any Grantor's business is in good repair and condition, ordinary wear and tear excepted, and none thereof is a Fixture except as specifically referred to herein on Schedule 3.5.

3.8 **Collateral.** Schedule 3.8 accurately lists all Deposit Accounts, Commercial Tort Claims, Material Contracts, Pledged Equity Interests and all letters of credit, in which any Grantor has any right, title, or interest. All information supplied by any Grantor to Lender with respect to any of the Collateral is true, correct, and complete in all material respects.

3.9 **Deposit, Commodity, and Securities Accounts.** Schedule 3.8 correctly identifies all Deposit Accounts in which a Grantor has an interest and the institutions holding such accounts, including whether any such Deposit Account is an Excluded Account. Each Grantor is the sole account holder of each such account and such Grantor has not consented to, and is not otherwise aware of, any person (other than Lender) having Control over, or any other interest in, any such account or the property credited thereto.

3.10 **Receivables.** Each Receivable (a) is the legal, valid and binding obligation of the Account Debtor in respect thereof, representing an unsatisfied obligation of such Account Debtor, (b) is and will be enforceable in accordance with its terms, (c) is not subject to any setoffs, defenses, taxes, counterclaims (except with respect to refunds, returns and allowances in the ordinary course of business), and (d) is in compliance with all applicable laws, whether federal, state, local or foreign.

3.11 **Letter of Credit Rights.** All letters of credit to which any Grantor has rights is listed on Schedule 3.8, and such Grantor has obtained the consent of each issuer or the nominated person of any letter of credit to the assignment of the Proceeds of the letter of credit to Lender.

3.12 **Instruments and Chattel Paper.** All Instruments and Chattel Paper have been delivered to Lender, together with corresponding endorsements duly executed by the applicable Grantor in favor of Lender, and such endorsements have been duly and validly executed and are binding and enforceable against such Grantor in accordance with their terms.

3.13 **Material Contracts.** All Material Contracts to which any Grantor is a party are set forth on Schedule 3.8. True and correct copies of all such Material Contracts have been furnished to Lender. Each Material Contract is in full force and effect; there have been no amendments, modifications, or supplements to any Material Contract of which Lender has not been advised in writing; and no default, breach, or potential default or breach has occurred and is continuing under any Material Contract, except as disclosed on Schedule 3.8. No Material Contract prohibits assignment or requires consent of or notice to any person in connection with the assignment to Lender hereunder, except such as has been given or made.

3.14 **Investment Related Property.**

(a) Schedule 3.8 sets forth all of the Pledged Stock, Pledged LLC Interests, and Pledged Partnership Interests owned by any Grantor, and such Pledged Equity Interests constitute the percentage of issued and outstanding shares of stock, percentage of membership interests, percentage of partnership interests, or percentage of beneficial interest of the respective issuers thereof indicated on such Schedule.

(b) Except as set forth on Schedule 3.8, no Grantor has acquired any equity interests of another entity or substantially all the assets of another entity within the past five (5) years.

(c) Each Grantor is the record and beneficial owner of the Pledged Equity Interests owned by it free of all Liens (other than Permitted Liens), rights or claims of other persons, and there are no outstanding warrants, options or other rights to purchase, or shareholder, voting trust or similar agreements outstanding with respect to, or property that is convertible into, or that requires the issuance or sale of, any Pledged Equity Interests.

(d) No consent of any person including any other partner (general, limited, or otherwise), any other member of a limited liability company, any other shareholder, or any other trust beneficiary is necessary or desirable in connection with the creation, perfection, or first priority status of the security interest of Lender in any Pledged Equity Interests or the exercise by Lender of the voting or other rights provided for in this Security Agreement or the exercise of remedies in respect thereof.

(e) None of the Pledged Equity Interests are or represent interests in issuers that (i) are registered as investment companies or (ii) are dealt in or traded on securities exchanges or markets.

(f) Except as otherwise set forth on Schedule 3.8, all of the Pledged Equity Interests are or represent interests in issuers that have not opted to be treated as securities under the UCC of any jurisdiction.

(g) (i) Each Grantor has delivered to Lender all stock, member certificates, or other Instruments or Documents representing or evidencing the Pledged Equity Interests, *together with* corresponding assignment or transfer powers duly executed in blank by such Grantor, and such powers have been duly and validly executed and are binding and enforceable against such Grantor in accordance with their terms and (ii) to the extent such Pledged Equity Interests are uncertificated, each Grantor has taken all actions necessary or desirable to establish Lender's Control over such Pledged Equity Interests.

3.15 Intellectual Property.

(a) All of the Intellectual Property is subsisting, valid, and enforceable. The information contained on Schedule 3.15 is true, correct, and complete. All issued Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights, Copyright Licenses, Trade Secret, and Trade Secret Licenses of each Grantor are identified on Schedule 3.15.

(b) Each Grantor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to the Intellectual Property purported to be owned by such Grantor free and clear of any Liens, including any pledges, assignments, licenses, user agreements, and covenants by such Grantor not to sue third persons, other than Permitted Liens.

(c) No third party is infringing, or in such Grantor's reasonable business judgment, may be infringing, any of such Grantor's rights under the Intellectual Property.

(d) Each Grantor has performed and will continue to perform all acts and has paid and will continue to pay all required fees and taxes to maintain each and every item of the Intellectual Property in full force and effect throughout the world, as applicable.

(e) Each of the Patents and Trademarks identified on Schedule 3.15 has been properly registered with the United States Patent and Trademark Office and in corresponding offices throughout the world (where appropriate) and each of the Copyrights identified on Schedule 3.15

has been properly registered with the United States Copyright Office and in corresponding offices throughout the world (where appropriate).

(f) To the best of each Grantor's knowledge, no claims with respect to the Intellectual Property have been asserted and are pending (i) to the effect that the sale, licensing, pledge, or use of any of the products of such Grantor's business infringes any other party's valid copyright, trademark, service mark, trade secret, or other intellectual property right, (ii) against the use by such Grantor of any Intellectual Property used in such Grantor's business as currently conducted, or (iii) challenging the ownership or use by such Grantor of any of the Intellectual Property that Grantor purports to own or use, nor, to such Grantor's knowledge, is there a valid basis for such a claim described in this Section 3.15.

3.16 Excluded Property. Except as set forth on Schedule 3.16, the Grantors do not own or have any right, title, or interest in any Excluded Property.

4. COVENANTS. From the date of this Security Agreement, and thereafter until this Security Agreement is terminated:

4.1 General.

(a) **Inspection.** Each Grantor will permit representatives designated by the Lender (including employees of the Lender or any consultants, accountants, lawyers, agents and appraisers retained by the Lender), upon reasonable prior notice, during normal business hours, (a) to inspect the Collateral, (b) to examine and make copies of the records of such Grantor relating to the Collateral, and (c) to discuss the Collateral and the related records of such Grantor with, and to be advised as to the same by, such Grantor's officers, employees, and accountants (and, in the case of any Receivable, with any Account Debtor), all at such reasonable times, as often as reasonably requested by the Lender at the Grantors' expense.

(b) **Records and Reports; Notification of Default or Event of Default.** Each Grantor will maintain true, complete, and accurate books and records with respect to the Collateral, and furnish to Lender such reports relating to the Collateral at such intervals as Lender shall from time to time request. Each Grantor will give prompt (but in any event, with five (5) Business Days after each Grantor obtains knowledge thereof) notice in writing to Lender of the occurrence of any Default and of any other development, financial or otherwise, which might materially and adversely affect the Collateral. Each Grantor shall mark its books and records to reflect the security interest of Lender under this Security Agreement.

(c) **Financing Statements and Other Actions; Defense of Title.** Each Grantor will deliver to Lender all financing statements and execute and deliver control agreements and other Documents and take such other actions as may from time to time be requested by Lender in order to maintain a first priority (subject to Permitted Liens) perfected security interest in and, in the case of Investment Related Property, Deposit Accounts (other than Excluded Accounts), Letter-of-Credit Rights, and Electronic Chattel Paper, Control of, the Collateral. Each Grantor will take any and all actions necessary to defend title to the Collateral against all persons and to defend the security interest of Lender in the Collateral and the priority thereof against any Lien.

(d) **Disposition of Collateral.** No Grantor will sell, lease, license, or otherwise dispose of the Collateral except dispositions specifically permitted pursuant to the Loan Agreement.

(e) **Liens.** No Grantor will create, incur, or suffer to exist any Lien on the Collateral except the security interest created by this Security Agreement or a Permitted Lien.

(f) **Change in Location, Jurisdiction of Organization or Name.** No Grantor will (i) have any Inventory, Equipment, Fixtures, or Proceeds or products thereof (other than Inventory and Proceeds thereof disposed of as permitted by Section 4.1(d)) at a location other than a location specified on Schedule 3.5, (ii) maintain records relating to the Receivables at a location other than at the location specified on Schedule 3.8, (iii) maintain a place of business at a location other than a location specified on Schedule 3.5, (iv) change its name or taxpayer identification number, (v) change its mailing address, or (vi) change its jurisdiction of organization, unless such Grantor shall have given Lender not less than thirty (30) days' prior written notice thereof, and Lender shall have determined that such change will not adversely affect the validity, perfection, or priority of Lender's security interest in the Collateral. Prior to making any of the foregoing changes, each Grantor shall execute and deliver all such additional Documents and perform all additional acts as Lender, in its sole discretion, may request in order to continue or maintain the existence and priority of its security interest in all of the Collateral.

(g) **Taxes.** Each Grantor will pay when due all taxes, assessments, and governmental charges and levies upon the Collateral in accordance with the Loan Agreement.

(h) **Other Financing Statements.** No Grantor will authorize any other financing statement naming it as debtor covering all or any portion of the Collateral other than a financing statement exclusively for a Permitted Lien.

4.2 **Receivables.** No Grantor will make or agree to make any discount, credit, rebate, or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except in accordance with its present policies and in the ordinary course of business. Except as otherwise provided in this Security Agreement, each Grantor will, at such Grantor's sole expense, collect all amounts due or hereafter due to such Grantor under the Receivables and enforce such Grantor's rights under all Collateral Support or Supporting Obligation with respect to the Receivables.

4.3 **Inventory and Equipment.**

(a) **Maintenance of Goods.** Each Grantor will do all things necessary to maintain, preserve, protect, and keep the Inventory and the Equipment in good repair and working and saleable condition.

(b) **Insurance.** Each Grantor will maintain insurance coverage in accordance with the terms of the Loan Agreement.

(c) **Certificates of Title.** With respect to any item of Equipment which is covered by a certificate of title and indication of a security interest on such certificate is required as a condition of perfection, upon the request of Lender, each Grantor shall cause Lender's security interest to be properly indicated thereon.

4.4 **Accounts.**

(a) **Verification of Accounts.** Lender shall have the right, at any time or times hereafter, in its name or in the name of a nominee of Lender, to verify the validity, amount, or any other matter relating to any Accounts, by mail, telephone, telegraph, or otherwise.

(b) **Disputed Accounts; Limitation on Modification of Accounts.** No Grantor will, without Lender's prior written consent, grant any extension of the time for payment of any of the Accounts, compromise, compound, or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof, or allow any credit or discount whatsoever thereon other than trade discounts granted in the ordinary course of business of such Grantor.

(c) **Notice to Account Debtor.** Lender may, in its sole discretion, at any time or times after an Event of Default has occurred, and without prior notice to any Grantor (i) notify any or all Account Debtors that the Accounts have been assigned to Lender and that Lender has a security interest therein and (ii) direct any or all Account Debtors to make all payments upon the Accounts directly to Lender. Lender shall furnish Grantors with a copy of any such notice.

4.5 **Intellectual Property.**

(a) **Maintenance of Rights.** Each Grantor shall preserve and maintain all of its material rights in the Intellectual Property and protect its Intellectual Property from infringement, unfair competition, cancellation, or dilution by all appropriate action necessary in such Grantor's reasonable business judgment, including the commencement and prosecution of legal proceedings to recover damages for infringement and to defend and preserve its rights in the Intellectual Property.

(b) **No Abandonment.** No Grantor shall abandon any of the Intellectual Property necessary to the conduct of its business.

(c) **Licenses.** (i) No Grantor shall sell or assign any of its interest in any of the Intellectual Property other than in the ordinary course of business for full and fair consideration without the prior written consent of Lender; (ii) no Grantor shall grant any license or sublicense with respect to any of its Intellectual Property without the prior written consent of Lender; and (iii) each Grantor shall maintain the quality of any and all products and services with respect to which the Intellectual Property is used.

(d) **No Conflicting Agreements.** No Grantor shall enter into any agreement, including any licensing agreement, that is or may be inconsistent with such Grantor's obligations under this Security Agreement or any of the other Loan Documents.

(e) **Additional Intellectual Property.** Each Grantor shall give Lender prompt written notice if such Grantor shall obtain rights to or become entitled to the benefit of any Intellectual Property not identified on Schedule 3.15. Each Grantor shall execute and deliver any and all Patent Security Agreements, Copyright Security Agreements, or Trademark Security Agreements, each in form and substance satisfactory to Lender, as Lender may request to evidence Lender's Lien on such Intellectual Property.

(f) **Obligation upon Default.** On and after the occurrence of an Event of Default, each Grantor shall obtain any consents, waivers, or agreements necessary to enable Lender to exercise its rights and remedies with respect to the Intellectual Property.

4.6 **Instruments; Chattel Paper; and Documents.** Each Grantor will (a) deliver to Lender immediately upon execution of this Security Agreement the originals of all Chattel Paper and Instruments (if any then exists), (b) hold in trust for Lender upon receipt and immediately thereafter deliver to Lender any Chattel Paper and Instruments constituting Collateral, (c) mark conspicuously all Chattel Paper and Instruments (other than any delivered to Lender) with an appropriate reference to the security interest of

Lender, and (d) upon Lender's request, deliver to Lender (and thereafter hold in trust for Lender upon receipt and immediately deliver to Lender) any Document evidencing or constituting Collateral.

4.7 Deposit Accounts. With respect to any Deposit Account (other than an Excluded Account), each Grantor shall (a) maintain such accounts at the institutions described on Schedule 3.8, (b) deliver to each depository bank a control agreement in form and substance satisfactory to Lender with respect to Lender's rights in such account and obtain the execution of such control agreement by each institution stating that the pledge of such account has been recorded in the books and records of such institution and that Lender shall have exclusive Control over such deposit account, and (c) deliver to Lender all certificates or Instruments, if any, now or hereafter representing or evidencing such deposit accounts, accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to Lender. Without Lender's consent, no Grantor shall establish any additional deposit accounts (other than an Excluded Account), unless such deposit accounts are subject to Lender's exclusive Control.

4.8 Commercial Tort Claims. If any Grantor at any time holds or acquires a Commercial Tort Claim, such Grantor shall (a) immediately forward to Lender written notification of any and all Commercial Tort Claims, including any and all actions, suits, and proceedings before any court or Governmental Authority by or affecting such Grantor; and (b) execute and deliver such statements, Documents and notices and do and cause to be done all such things as may be required by Lender, or required by law, including all things which may from time to time be necessary under the UCC to fully create, preserve, perfect, and protect the priority of Lender's security interest in any Commercial Tort Claims.

4.9 Letter-of-Credit Rights. If any Grantor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of any Grantor, such Grantor shall promptly notify Lender thereof in writing and, at Lender's request, such Grantor shall, pursuant to an agreement in form and substance satisfactory to Lender, either (a) arrange for the issuer or any confirmer of such letter of credit to consent to an assignment to Lender of the Proceeds of any drawing under the letter of credit or (b) arrange for Lender to become the transferee beneficiary of the letter of credit, with Lender agreeing, in each case, that the Proceeds of any drawing under the letter of credit are to be applied to the Secured Obligations as provided in the Loan Agreement.

4.10 Investment Related Property.

(a) **No Modification of Rights and Obligation.** Without the prior written consent of Lender, no Grantor shall vote to enable or take any other action to: (i) amend or terminate any partnership agreement, limited liability company agreement, certificate of incorporation, by-laws or other organizational documents in any way that materially changes the rights of such Grantor with respect to any Investment Related Property or adversely affects the validity, perfection or priority of Lender's security interest; (ii) permit any issuer of any Pledged Equity Interest to issue any additional stock, partnership interest, limited liability company interests or other equity interests of any nature or to issue securities convertible into or granting the right of purchase or exchange for any stock or other equity interest of any nature of such issuer; (iii) permit any issuer of any Pledged Equity Interest to dispose of all or a material portion of its assets; (iv) waive any default under or breach of any terms of organizational document relating to the issuer of any Pledged Equity Interest; or (v) cause any issuer of any Pledged Equity Interests which are not securities (for purposes of the UCC) on the date hereof to elect or otherwise take any action to cause such Pledged Equity Interests to be treated as securities for purposes of the UCC; *provided, however*, notwithstanding the foregoing, if any issuer of any Pledged Equity Interests takes any such action in violation of the foregoing in this clause (v), such Grantor shall promptly notify Lender in writing of any such

election or action and, in such event, shall take all steps necessary, advisable, or requested to establish Lender's Control thereof.

(b) **Performance of Underlying Obligations.** Each Grantor shall comply with all of its obligations under any shareholders' agreement, limited liability company agreement, partnership agreement, or other agreement relating to Pledged Equity Interests and shall enforce all of its rights with respect to any Investment Related Property.

(c) **Changes in Capital Structure of Issuers.** Without the prior written consent of Lender, no Grantor shall permit any issuer of any Pledged Equity Interest to merge or consolidate.

(d) **Consent of Grantor.** To the extent the consent of a Grantor, whether in its capacity as a partner, member, general partner, managing member, shareholder, issuer, or otherwise, is required for the transfer, conveyance, or encumbrance of all or any portion of the Pledged Equity Interests in any corporation, partnership, or limited liability company, such Grantor hereby irrevocably (a) consents to the transfer or conveyance of the Pledged Equity Interests pursuant to Lender's exercise of its rights and remedies under this Security Agreement or any of the other Loan Documents, at law or in equity, (b) consents to the admission of Lender, its nominees, or any other transferee of any Pledged Equity Interest as a shareholder, member (including as the managing member), or partner (including as the general partner) of such corporation, limited liability company, or partnership, and (c) agrees that all terms and conditions in the constituent documents applicable to the pledge of any Pledged Equity Interest, the enforcement thereof, the transfer of any Pledged Equity Interest or the admission of Lender, its nominees, or any other transferee of any Pledged Equity Interest as a shareholder, member (including as the managing member), or partnership (including as the general partner) of such corporation, limited liability company, or partnership have been satisfied or waived. Each Grantor hereby irrevocably agrees not to vote to amend the applicable constituent documents to provide that its equity interests are securities governed by Article 8 of the UCC, and hereby agrees and acknowledges that any such vote shall be invalid and any such amendment shall be void ab initio.

(e) **Voting of Securities.** Prior to the occurrence of an Event of Default, each Grantor is entitled to exercise all voting rights pertaining to any Pledged Equity Interests; *provided, however*, that no vote shall be cast or consent, waiver, or ratification given or action taken without the prior written consent of Lender which would (i) be inconsistent with or violate any provision of this Security Agreement or any other Loan Document or (ii) amend, modify, or waive any term, provision or condition of the certificate of incorporation, bylaws, certificate of formation, or other charter document, or other agreement relating to, evidencing, providing for the issuance of, or securing any Collateral; and *provided further* that such Grantor shall give Lender at least ten (10) Business Days' prior written notice that it intends to exercise, or the reasons for refraining from exercising, any voting or other consensual rights pertaining to the Collateral or any part thereof which might have a material adverse effect on the value of the Collateral or any part thereof. On and after the occurrence of an Event of Default and if Lender elects to exercise such right, the right to vote any Pledged Equity Interests shall be vested exclusively in Lender. To this end, each Grantor hereby irrevocably constitutes and appoints Lender the proxy and attorney-in-fact of such Grantor, with full power of substitution, to vote, and to act with respect to, any and all Collateral that is Investment Related Property Interests standing in the name of such Grantor or with respect to which such Grantor is entitled to vote and act, subject to the understanding that such proxy may not be exercised unless an Event of Default has occurred. The proxy herein granted is coupled with an interest, is irrevocable, and shall continue until the termination of this Security Agreement pursuant to Section 6.13.

4.11 **Fixtures.** For any Collateral that is a Fixture or an accession which has been attached to real estate or other goods prior to the perfection of the security interest of Lender, Grantor shall furnish Lender, upon demand, a disclaimer of interest in each such Fixture or accession and a consent in writing to the security interest of Lender therein, signed by all persons having any interest in such Fixture or accession by virtue of any interest in the real estate or other goods to which such Fixture or accession has been attached.

4.12 **Use and Operation of Collateral.** Should any Collateral come into the possession of Lender, Lender may use or operate such Collateral for the purpose of preserving it or its value, pursuant to the order of a court of appropriate jurisdiction or in accordance with any other rights held by Lender in respect of such Collateral. Each Grantor covenants to promptly reimburse and pay to Lender, at Lender's request, the amount of all expenses (including the cost of any insurance and payment of taxes or other charges) incurred by Lender in connection with its custody and preservation of the Collateral, and all such expenses, costs, taxes, and other charges shall bear interest at the Default Rate until repaid and, together with such interest, shall be payable by Grantor to Lender upon demand and shall become part of the Secured Obligations. However, the risk of accidental loss or damage to, or diminution in value of, the Collateral is on Grantors, and Lender shall have no liability whatever for failure to obtain or maintain insurance, nor to determine whether any insurance ever in force is adequate as to amount or as to the risks insured. With respect to the Collateral that is in the possession of Lender, Lender shall have no duty to fix or preserve rights against prior parties to such Collateral and shall never be liable for any failure to use diligence to collect any amount payable in respect of such Collateral. The provisions of this subparagraph are applicable whether or not an Event of Default has occurred.

4.13 **Certain Proceeds.** Notwithstanding any contrary provision herein, any and all Proceeds of any Collateral consisting of cash, checks and other non-cash items shall be part of the Collateral hereunder. Any cash Proceeds of the Collateral which come into the possession of Lender on and after the occurrence of an Event of Default (including insurance Proceeds) may, at Lender's option, be applied in whole or in part to the Secured Obligations (to the extent then due), be released in whole or in part to or on the written instructions of such Grantor for any general or specific purpose, or be retained in whole or in part by Lender as additional Collateral.

4.14 **Further Assurances.** At any time and from time to time, upon the request of Lender, and at the sole expense of Grantors, each Grantor shall promptly execute and deliver all such further Instruments and Documents and take such further actions as Lender may reasonably request or deem necessary or desirable (a) to assure Lender that its security interests hereunder are perfected with a first priority Lien (subject only to Permitted Liens), (b) to carry out the provisions and purposes of this Security Agreement, including (i) the filing of such financing statements as Lender may require, (ii) executing control agreements with respect to the Collateral, in each case naming Lender, as secured party, in form and substance satisfactory to Lender, (iii) furnishing to Lender from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Lender may reasonably request, all in reasonable detail, (iv) the deposit of all certificates of title issuable with respect to any of the Collateral and noting thereon the security interest hereunder, (v) taking all actions required by law in any relevant UCC, and (vi) to ensure that a Lien and security interest is granted on any of the Excluded Property set forth in clause (a) of the definition of "Excluded Property", such Grantor shall use its best efforts to obtain any required consents from any Person with respect to any permit or license or any Contractual Obligation with such Person entered into by such Grantor that requires such consent as a condition to the creation by such Grantor of a Lien on any right, title or interest in such permit, license or Contractual Obligation related thereto. A carbon, photographic, or other reproduction of this Security Agreement or of any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement and may be filed as a financing statement.

5. REMEDIES UPON EVENT OF DEFAULT

5.1 **Remedies.** On and after the occurrence of an Event of Default under the Loan Agreement or any other Loan Document, Lender may exercise any or all of the following rights and remedies:

(a) **Contractual Remedies.** Those rights and remedies provided in this Security Agreement, the Loan Agreement, or any other Loan Document, *provided that* this Section 5.1(a) shall not limit any rights or remedies available to Lender prior to the occurrence of an Event of Default.

(b) **Legal Remedies.** Those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement.

(c) **Disposition of Collateral.** Without notice except as specifically provided in Section 5.2(c) or elsewhere herein, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, for cash, on credit or for future delivery, and upon such other terms as Lender may deem commercially reasonable. Neither Lender's compliance with any applicable state or federal law in the conduct of such sale, nor its disclaimer of any warranties relating to the Collateral, shall be considered to affect the commercial reasonableness of such sale. Each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

(d) **Distributions.** On and after the occurrence of an Event of Default, all payments and distributions made to any Grantor upon or with respect to the Collateral shall be paid or delivered as directed by Lender, and each Grantor agrees to take all such action as Lender may deem necessary or appropriate to cause all such payments and distributions to be made to Lender. Further, Lender shall have the right, at any time after the occurrence of any Event of Default, to notify and direct any issuer to thereafter make all payments, dividends, and any other distributions payable in respect thereof directly to Lender. Such issuer shall be fully protected in relying on the written statement of Lender that it then holds a security interest which entitles it to receive such payments and distributions. Any and all Money and other property paid over to or received by Lender hereunder shall be retained by Lender as additional collateral hereunder and may be applied in accordance with Section 5.10 hereof.

(e) **Use of Premises.** Lender shall be entitled to occupy and use any premises owned or leased by any Grantor where any of the Collateral or any records relating to the Collateral are located until the Secured Obligations are paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay such Grantor for such use and occupancy.

5.2 **Grantor's Obligations Upon Event of Default.** Upon the request of Lender on and after the occurrence of an Event of Default, each Grantor will:

(a) **Assembly of Collateral.** Assemble and make available to Lender the Collateral and all records relating thereto at any place or places specified by Lender.

(b) **Lender Access.** Permit Lender, by Lender's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or

both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral.

(c) **Notice of Disposition of Collateral.** Each Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to any Grantor, addressed in accordance with Section 6.13, at least ten (10) days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. Lender shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. Subject to the provisions of applicable law, Lender may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, to the extent permitted by law, be made at the time and place to which the sale was postponed, or Lender may further postpone such sale by announcement made at such time and place.

5.3 **Condition of Collateral; Warranties.** Lender has no obligation to clean-up or otherwise prepare the Collateral for sale. Lender may sell the Collateral without giving any warranties as to the Collateral. Lender may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

5.4 **Collection of Receivables.** On and after the occurrence of an Event of Default, Lender may at any time in its sole discretion, by giving Grantors written notice, elect to require that the Receivables be paid directly to Lender. In such event, each Grantor shall, and shall permit Lender to, promptly notify the Account Debtors under the Receivables of Lender's interest therein and direct such Account Debtors to make payment of all amounts then or thereafter due under the Receivables directly to Lender. Upon receipt of any such notice from Lender, each Grantor shall thereafter hold in trust for Lender, all amounts and Proceeds received by it with respect to the Receivables and immediately and at all times thereafter deliver to Lender all such amounts and Proceeds in the same form as so received, whether by cash, check, draft or otherwise, with any necessary endorsements. Lender shall hold and apply funds so received as provided by the terms of Section 5.10. If after the occurrence of an Event of Default, any Account Debtor fails or refuses to make payment on any Collateral when due, Lender is authorized, in its sole discretion, either in its own name or in the name of Grantors, to take such action as Lender shall deem appropriate for the collection of any amounts owed with respect to Collateral or upon which a delinquency exists. Each Grantor agrees that Lender may at any time and from time to time, if an Event of Default has occurred, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as Lender in its sole discretion shall determine or abandon any Receivable, and any such action by Lender shall be commercially reasonable so long as Lender acts in good faith based on information known to it at the time it takes any such action. Regardless of any other provision hereof, however, Lender shall never be (a) liable for its failure to collect, or for its failure to exercise diligence in the collection of, any amounts owed with respect to Collateral, or (b) under any duty whatsoever to anyone except Grantors to account for funds that it shall actually receive hereunder.

5.5 **Cash Collateral Account.** On and after the occurrence of an Event of Default, Lender shall have, and each Grantor hereby grants to Lender, the right and authority to transfer all funds on deposit in the Deposit Accounts to a "Cash Collateral Account" (herein so called) maintained with a depository institution acceptable to Lender and subject to the exclusive direction, domain, and Control of Lender, and no disbursements or withdrawals shall be permitted to be made by any Grantor from such Cash Collateral Account. Such Cash Collateral Account shall be subject to the security interest in favor of Lender herein created, and each Grantor hereby grants a security interest to Lender in and to such Cash Collateral Account and all checks, drafts, and other items ever received by any Grantor for deposit therein. Furthermore, if an

Event of Default has occurred, Lender shall have the right, at any time in its discretion without notice to any Grantor, (a) to transfer to or to register in the name of Lender or nominee any certificates of deposit or deposit instruments constituting Deposit Accounts and shall have the right to exchange such certificates or Instruments representing Deposit Accounts for certificates or Instruments of smaller or larger denominations and (b) to take and apply against the Secured Obligations any and all funds then or thereafter on deposit in the Cash Collateral Account or otherwise constituting Deposit Accounts.

5.6 Intellectual Property. For purposes of enabling Lender to exercise its rights and remedies under this Security Agreement and enabling Lender and its successors and assigns to enjoy the full benefits of the Collateral, each Grantor hereby grants to Lender an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, license, or sublicense any of the Intellectual Property. Each Grantor shall provide Lender with reasonable access to all media in which any of the Intellectual Property may be recorded or stored and all computer programs used for the completion or printout thereof. This license shall also inure to the benefit of all successors, assigns, and transferees of Lender. On and after the occurrence of an Event of Default, Lender may require that Grantor assign all of their right, title, and interest in and to the Intellectual Property or any part thereof to Lender or such other person as Lender may designate pursuant to Documents satisfactory to Lender. If no Event of Default has occurred, Grantors shall have the exclusive, non-transferable right and license to use the Intellectual Property in the ordinary course of business and the exclusive right to grant to other persons licenses and sublicenses with respect to the Intellectual Property for full and fair consideration.

5.7 Investment Related Property. Each Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (collectively, the “Securities Act”) and applicable state securities laws, Lender may be compelled, with respect to any sale of all or any part of the Investment Related Property conducted without prior registration or qualification of such Investment Related Property under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Investment Related Property for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sale may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances, each Grantor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that Lender shall have no obligation to engage in public sales and no obligation to delay the sale of any Investment Related Property for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. If Lender determines to exercise its right to sell any or all of the Investment Related Property, upon written request, each Grantor shall and shall cause each issuer of any Pledged Equity Interest to be sold hereunder from time to time to furnish to Lender all such information as Lender may request in order to determine the number and nature of interest, shares, or other Instruments included in the Investment Related Property which may be sold by Lender in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder. In case of any sale of all or any part of the Investment Related Property on credit or for future delivery, such Collateral so sold may be retained by Lender until the selling price is paid by the purchaser thereof, but Lender shall not incur any liability in case of the failure of such purchaser to take up and pay for such assets so sold and in case of any such failure, such Collateral may again be sold upon like notice. Lender, instead of exercising the power of sale herein conferred upon them, may proceed by a suit or suits at law or in equity to foreclose security interests created hereunder and sell such Investment Related Property, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction.

5.8 Record Ownership of Securities. On and after the occurrence of an Event of Default, Lender at any time may have any Collateral that is Pledged Equity Interests and that is in the possession of Lender, or its nominee or nominees, registered in its name, or in the name of its nominee or nominees, as Lender; and, as to any Collateral that is Pledged Equity Interests so registered, each Grantor shall execute and deliver (or cause to be executed and delivered) to Lender all such proxies, powers of attorney, dividend coupons, or orders, and other Documents as such Lender may reasonably request for the purpose of enabling Lender to exercise the voting rights and powers which it is entitled to exercise under this Security Agreement or to receive the dividends and other distributions and payments in respect of such Collateral that is Pledged Equity Interests or Proceeds thereof which it is authorized to receive and retain under this Security Agreement.

5.9 Sales on Credit. If Lender sells any of the Collateral upon credit, Grantors will be credited only with payments actually made by the purchaser, received by Lender, and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Lender may resell the Collateral and Grantors shall be credited with the Proceeds of the sale.

5.10 Application of Proceeds. On and after the occurrence of an Event of Default, the Proceeds of the Collateral shall be applied by Lender to payment of the Secured Obligations in accordance with Section 2.08 of the Loan Agreement. If the Proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantors shall be liable for the deficiency and the fees of any attorneys employed by Lender to collect such deficiency.

5.11 Power of Attorney. Each Grantor hereby appoints Lender and Lender's designee as its attorney, with power: (a) on and after the occurrence of an Event of Default, to endorse such Grantor's name on any checks, notes, acceptances, money orders, or other forms of payment or security that come into Lender's possession; (b) to sign such Grantor's name on any invoice, bill of lading, warehouse receipt, or other negotiable or non-negotiable Document constituting Collateral, on drafts against customers, on assignments of Accounts, on notices of assignment, financing statements, and other public records, and to file any such financing statements by electronic means with or without a signature as authorized or required by applicable law or filing procedure; (c) so long as any Event of Default has occurred, to notify the post office authorities to change the address for delivery of any Grantor's mail to an address designated by Lender and to receive, open, and dispose of all mail addressed to any Grantor; (d) to send requests for verification of Accounts to customers or Account Debtors; (e) to complete in any Grantor's name or Lender's name, any order, sale, or transaction, obtain the necessary Documents in connection therewith, and collect the Proceeds thereof; (f) to clear Inventory through customs in any Grantor's name, Lender's name, or the name of Lender's designee, and to sign and deliver to customs officials powers of attorney in any Grantor's name for such purpose; (g) to the extent that any Grantor's authorization given in Section 2.3 of this Security Agreement is not sufficient, to file such financing statements with respect to this Security Agreement, with or without such Grantor's signature, or to file a photocopy of this Security Agreement in substitution for a financing statement, as Lender may deem appropriate, and to execute in such Grantor's name such financing statements and amendments thereto and continuation statements which may require such Grantor's signature; and (h) subject to the terms and conditions of this Security Agreement and, if applicable, after Lender has determined that any Grantor has failed to take any action required under the Loan Agreement, this Security Agreement or any other Loan Documents, to do all things reasonably necessary to carry out the terms and conditions of the Loan Agreement and this Security Agreement. Each Grantor ratifies and approves all acts of such attorney. None of Lender or a Secured Party or their attorneys will be liable for any acts or omissions or for any error of judgment or mistake of fact or law except for their willful misconduct, or gross negligence as determined by a court of competent jurisdiction in final and non-appealable judgment. This power, being coupled with an interest, is irrevocable until this Security Agreement is terminated in accordance with Section 6.16.

6. **GENERAL PROVISIONS.**

6.1 **Joint and Several Obligations of Grantors.**

(a) Each Grantor is accepting joint and several liability hereunder with other persons that have executed or will execute a Security Agreement in consideration of the financial accommodation to be provided by the holders of the Secured Obligations, for the mutual benefit, directly and indirectly, of each Grantor and in consideration of the undertakings of each Grantor to accept joint and several liability for the Secured Obligations of each of them.

(b) Each Grantor, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Grantors with respect to the payment and performance of all of the Secured Obligations, it being the intention of the parties hereto that all the Secured Obligations shall be the joint and several Secured Obligations of each Grantor without preferences or distinction among them.

6.2 **Limitation of Obligations.**

(a) The provisions of this Security Agreement are severable, and in any action or proceeding involving any applicable law affecting the rights of creditors generally, if the Secured Obligations of any Grantor under this Security Agreement would otherwise be held or determined to be avoidable, invalid, or unenforceable on account of the amount of such Grantor's liability under this Security Agreement, then, notwithstanding any other provision of this Security Agreement to the contrary, the amount of such liability shall, without any further action by Grantors or Lender, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding (such highest amount determined hereunder being the relevant Grantor's "Maximum Liability"). This Section 6.2 with respect to the Maximum Liability of each Grantor is intended solely to preserve the rights of Lender hereunder to the maximum extent not subject to avoidance under applicable law, and none of Grantors or any other Person shall have any right or claim under this Section 6.2(a) with respect to the Maximum Liability, except to the extent necessary to ensure that the Secured Obligations of Grantors hereunder shall not be rendered voidable under applicable law.

(b) Each Grantor agrees that the Secured Obligations may at any time and from time to time exceed the Maximum Liability of such Grantor, and may exceed the aggregate Maximum Liability of all other Grantors, without impairing this Security Agreement or affecting the rights and remedies of Lender. Nothing in this Section 6.2(b) shall be construed to increase any Grantor's Secured Obligations hereunder beyond its Maximum Liability.

(c) Notwithstanding any or all of the Secured Obligations becoming unenforceable against any Grantor or the determination that any or all of the Secured Obligations shall have become discharged, disallowed, invalid, illegal, void, or otherwise unenforceable as against any Grantor (whether by operation of any present or future law or by order of any court or governmental agency), the Secured Obligations shall, for the purposes of this Security Agreement, continue to be outstanding and in full force and effect.

6.3 **NO RELEASE OF GRANTORS. THE OBLIGATIONS OF GRANTORS UNDER THIS SECURITY AGREEMENT SHALL NOT BE REDUCED, LIMITED, OR TERMINATED, AND GRANTORS SHALL NOT BE DISCHARGED FROM ANY OBLIGATION HEREUNDER, FOR ANY REASON WHATSOEVER** (other than pursuant to Section 6.16), including (and whether or not the same

shall have occurred or failed to occur once or more than once and whether or not Grantors shall have received notice thereof):

(a) (i) any increase in the principal amount of, or interest rate applicable to, (ii) any extension of the time of payment, observance, or performance of, (iii) any other amendment or modification of any of the other terms and provisions of, (iv) any release, composition, or settlement (whether by way of acceptance of a plan of reorganization or otherwise) of, (v) any subordination (whether present or future or contractual or otherwise) of, or (vi) any discharge, disallowance, invalidity, illegality, voidness, or other unenforceability of, the Secured Obligations;

(b) (i) any failure to obtain, (ii) any release, composition, or settlement of, (iii) any amendment or modification of any of the terms and provisions of, (iv) any subordination of, or (v) any discharge, disallowance, invalidity, illegality, voidness, or other unenforceability of, any Loan Documents;

(c) (i) any failure to obtain or any release of, any failure to protect or preserve, (ii) any release, compromise, settlement, or extension of the time of payment of any Secured Obligations constituting, (iii) any failure to perfect or maintain the perfection or priority of any Lien upon, (iv) any subordination of any Lien upon, or (v) any discharge, disallowance, invalidity, illegality, voidness, or other unenforceability of any Lien or intended Lien upon, any collateral now or hereafter securing, the Secured Obligations or any other guaranties thereof;

(d) any termination of or change in any relationship between Grantors and Lender or the addition or release (subject to Section 6.5) of any other Grantor;

(e) any exercise of, or any failure or election not to exercise, delay in the exercise of, waiver of, or forbearance of, or other indulgence with respect to, any right, remedy, or power available to Secured Party, including (i) any election not to or failure to exercise any right of setoff, recoupment, or counterclaim, (ii) any election of remedies effected by Secured Party, including the foreclosure upon any real estate constituting collateral, whether or not such election affects the right to obtain a deficiency judgment, and (iii) any election by Lender in any proceeding under the Bankruptcy Code of the application of Section 1111(b)(2) of the Bankruptcy Code; and

(f) ANY OTHER ACT OR FAILURE TO ACT OR ANY OTHER EVENT OR CIRCUMSTANCE THAT (i) VARIES THE RISK OF GRANTORS UNDER THIS SECURITY AGREEMENT OR (ii) BUT FOR THE PROVISIONS HEREOF, WOULD, AS A MATTER OF STATUTE OR RULE OF LAW OR EQUITY, OPERATE TO REDUCE, LIMIT OR TERMINATE THE OBLIGATIONS OF GRANTORS HEREUNDER OR DISCHARGE GRANTORS FROM ANY OBLIGATION HEREUNDER.

6.4 Subordination of Certain Claims. Any and all rights and claims of a Grantor against another Grantor or against any other Person or property, arising by reason of any payment by any Grantors to Lender pursuant to the provisions, or in respect, of this Security Agreement shall be subordinate, junior, and subject in right of payment to the prior and indefeasible payment in full of all Secured Obligations to Lender, and until such time, each Grantor defers all rights of subrogation, contribution, or any similar right and until such time, agrees not to enforce any such right or remedy Secured Party may now or hereafter have against another Grantor or any endorser of all or any part of the Secured Obligations and any right to participate in, or benefit from, any security given to Lender to secure any of the Secured Obligations. All Liens and security interests of each Grantor, whether now or hereafter arising and howsoever existing, in assets of another Grantor or any assets securing the Secured Obligations shall be and hereby are subordinated to the rights and interests of Lender and in those assets until the prior and indefeasible final

payment in full of all Secured Obligations to Lender. If any amount shall be paid to any Grantor contrary to the provisions of this Section 6.4 at any time when any of the Secured Obligations shall not have been indefeasibly paid in full, such amount shall be held in trust for the benefit of Lender and shall forthwith be turned over in kind in the form received to Lender (duly endorsed if necessary) to be credited and applied against the Secured Obligations, whether matured or unmatured, in accordance with the terms of the Loan Agreement.

6.5 Recovered Payments. The Secured Obligations shall be deemed not to have been paid, observed, or performed, and Grantors' Secured Obligations under this Security Agreement in respect thereof shall continue and not be discharged, to the extent that any payment, observance, or performance thereof by any Grantor is recovered from or paid over by or for the account of Lender for any reason, including as a preference or fraudulent transfer or by virtue of any subordination (whether present or future or contractual or otherwise) of the Secured Obligations, whether such recovery or payment over is effected by any judgment, decree, or order of any court or governmental agency; by any plan of reorganization; or by settlement or compromise by Lender (whether or not consented to by Grantors) of any claim for any such recovery or payment over. Each Grantor hereby expressly waives the benefit of any applicable statute of limitations and agrees that it shall be liable hereunder whenever such a recovery or payment over occurs.

6.6 No Waiver. No delay or omission of Lender to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Event of Default, or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment, or other variation of the terms, conditions, or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by Lender and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to Lender until the Secured Obligations have been paid in full.

6.7 Lender Performance of Grantor's Obligations. Without having any obligation to do so, Lender may perform or pay any Secured Obligation which any Grantor has agreed to perform or pay in this Security Agreement and each Grantor shall, jointly and severally, reimburse Lender for any amounts paid by Lender pursuant to this Section 6.7. Each Grantor's Secured Obligation to reimburse Lender pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

6.8 Specific Performance of Certain Covenants. Each Grantor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1(c), 4.1(e), 4.6, 5.4, 5.5, 5.6, 5.10, 5.11, or 6.9 will cause irreparable injury to Lender, that Lender has no adequate remedy at law in respect of such breaches; therefore each Grantor further agrees, without limiting the right of Lender to seek and obtain specific performance of other Secured Obligations of such Grantor contained in this Security Agreement, that the covenants of such Grantor contained in the Sections referred to in this Section 6.8 shall be specifically enforceable against such Grantor.

6.9 Dispositions Not Authorized. No Grantor is authorized to sell or otherwise dispose of the Collateral except as permitted in the Loan Agreement. Notwithstanding any course of dealing between any Grantor and Lender or other conduct of Lender, no authorization to sell or otherwise dispose of the Collateral shall be binding upon Lender unless such authorization is in writing signed by Lender.

6.10 Waivers. Except to the extent expressly otherwise provided herein or in other Loan Documents and to the fullest extent permitted by applicable law, each Grantor waives (a) any right to require Lender to proceed against any other Person, to exhaust its rights in Collateral, or to pursue any other right which Lender may have; (b) with respect to the Secured Obligations, presentment and demand for payment,

protest, notice of protest and nonpayment, notice of intent to accelerate, and notice of acceleration; and (c) all rights of marshaling in respect of any and all of the Collateral.

6.11 Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of Grantors, Lender, the Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign its rights or delegate its Secured Obligations or duties under this Security Agreement or any interest herein, without the prior written consent of Lender.

6.12 Survival. All representations and warranties of each Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement. Without prejudice to the survival of any other Secured Obligation of each Grantor hereunder, the Secured Obligations and any other obligations of each Grantor under Sections 6.14 and 6.18 shall survive termination of this Security Agreement.

6.13 Sending Notices. Whenever any notice is required or permitted to be given under the terms of this Security Agreement, the same shall be given in accordance with the Loan Agreement.

6.14 Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by federal or state authority in respect of this Security Agreement shall be paid by each Grantor, together with interest and penalties, if any. Grantors shall, jointly and severally, reimburse Lender for any and all out of pocket expenses (including attorneys', auditors', and accountants' fees) paid or incurred by Lender in connection with the preparation, execution, and delivery of this Security Agreement in accordance with Section 8.03 of the Loan Agreement. Grantors also shall reimburse Lender for any and all out of pocket expenses and internal charges (including attorneys', auditors', and accountants' fees, and time charges of attorneys, paralegals, auditors, and accountants who may be employees of Lender) paid or incurred by Lender in connection with the administration of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). In addition, Grantors shall be, jointly and severally, obligated to pay all of the costs and expenses incurred by Lender, including attorneys' fees and court costs, in obtaining or liquidating the Collateral, in enforcing payment of the Secured Obligations, or in the prosecution or defense of any action or proceeding by or against Lender or Grantor concerning any matter arising out of or connected with this Security Agreement, any Collateral or the Secured Obligations, including any of the foregoing arising in, arising under, or related to, a case under any bankruptcy, insolvency, or similar law. Any and all costs and expenses incurred by each Grantor in the performance of actions required pursuant to the terms hereof shall be borne solely by such Grantor.

6.15 Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

6.16 Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (a) the Loan Agreement has terminated pursuant to its express terms and (b) all of the Secured Obligations have been indefeasibly paid and performed in full and no commitments of Lender which would give rise to any Secured Obligations are outstanding; *provided that* the termination of this Security Agreement under this Section 6.16 is subject to Section 6.5.

6.17 GOVERNING LAW/VENUE.

(A) THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

(B) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR TEXAS STATE COURT SITTING IN HOUSTON, TEXAS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT, NON-APPEALABLE IN ANY SUCH ACTION OR PROCEEDING MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(C) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(a) EACH PARTY TO THIS SECURITY AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 8.01 OF THE LOAN AGREEMENT. NOTHING IN THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

6.18 Indemnity. EACH GRANTOR DOES HEREBY ASSUME ALL LIABILITY FOR THE COLLATERAL, FOR THE SECURITY INTEREST OF LENDER, AND FOR ANY USE, POSSESSION, MAINTENANCE, AND MANAGEMENT OF ALL OR ANY OF THE COLLATERAL, INCLUDING ANY TAXES ARISING AS A RESULT OF, OR IN CONNECTION WITH, THE TRANSACTIONS CONTEMPLATED HEREIN, AND HEREBY ASSUMES LIABILITY FOR, AND SHALL INDEMNIFY AND HOLD LENDER AND ITS SUCCESSORS, ASSIGNS, AGENTS, ATTORNEYS, AND EMPLOYEES HARMLESS FROM AND AGAINST, ANY AND ALL CLAIMS, CAUSES OF ACTION, OR LIABILITY FOR INJURIES TO, OR DEATHS OF, PERSONS AND DAMAGE TO PROPERTY, HOWSOEVER ARISING FROM OR INCIDENT TO SUCH USE, POSSESSION, MAINTENANCE, AND MANAGEMENT, WHETHER SUCH PERSONS BE AGENTS OR

EMPLOYEES OF GRANTOR OR OF THIRD PARTIES, OR SUCH DAMAGE BE TO PROPERTY OF GRANTOR OR OF OTHERS.

THE GRANTORS, JOINTLY AND SEVERALLY, SHALL INDEMNIFY THE LENDER, AND EACH RELATED PARTY OF THE LENDER (EACH SUCH PERSON BEING CALLED AN "INDEMNITEE") AGAINST, AND HOLD EACH INDEMNITEE HARMLESS FROM, ANY AND ALL LOSSES, CLAIMS, DAMAGES, PENALTIES, INCREMENTAL TAXES, LIABILITIES AND RELATED EXPENSES, INCLUDING THE FEES, CHARGES AND DISBURSEMENTS OF ANY COUNSEL FOR ANY INDEMNITEE, INCURRED BY OR ASSERTED AGAINST ANY INDEMNITEE ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF (I) THE EXECUTION OR DELIVERY OF THE LOAN DOCUMENTS OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OF THEIR RESPECTIVE OBLIGATIONS THEREUNDER OR THE CONSUMMATION OF THE TRANSACTIONS OR ANY OTHER TRANSACTIONS CONTEMPLATED HEREBY, (II) ANY LOAN OR THE USE OF THE PROCEEDS THEREFROM, (III) ANY ACTUAL OR ALLEGED PRESENCE OR RELEASE OF HAZARDOUS MATERIALS ON OR FROM ANY PROPERTY OWNED OR OPERATED BY ANY GRANTOR, OR ANY ENVIRONMENTAL LIABILITY RELATED IN ANY WAY TO ANY GRANTOR, OR (IV) ANY ACTUAL OR PROSPECTIVE CLAIM, LITIGATION, INVESTIGATION OR PROCEEDING RELATING TO ANY OF THE FOREGOING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO; PROVIDED THAT SUCH INDEMNITY SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH LOSSES, CLAIMS, DAMAGES, PENALTIES, LIABILITIES OR RELATED EXPENSES ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE. WITHOUT LIMITATION OF THE FOREGOING, IT IS THE INTENTION OF THE GRANTORS AND EACH GRANTOR AGREES THAT THE FOREGOING INDEMNITIES SHALL APPLY TO EACH INDEMNITEE WITH RESPECT TO LOSSES, CLAIMS, DAMAGES, PENALTIES, LIABILITIES AND RELATED EXPENSES (INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION OR PREPARATION THEREFOR), WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH (AND/OR ANY OTHER) INDEMNITEE.

WITHOUT LIMITING ANY OTHER PROVISION OF THIS SECURITY AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE GRANTORS AND THE LENDER AGREES THAT IT SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST THE OTHER, (I) FOR ANY DAMAGES ARISING FROM THE USE BY OTHERS OF INFORMATION OR OTHER MATERIALS OBTAINED THROUGH TELECOMMUNICATIONS, ELECTRONIC OR OTHER INFORMATION TRANSMISSION SYSTEMS (INCLUDING THE INTERNET), OR (II) ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT, OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE TRANSACTIONS, ANY LOAN OR THE USE OF THE PROCEEDS THEREOF; PROVIDED THAT, NOTHING IN THIS PARAGRAPH SHALL RELIEVE ANY GRANTOR OF ANY OBLIGATION IT MAY HAVE TO INDEMNIFY AN INDEMNITEE AGAINST SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES ASSERTED AGAINST SUCH INDEMNITEE BY A THIRD PARTY.

6.19 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR

RELATING TO THIS SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OR OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS SECURITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

6.20 **FINAL AGREEMENT.** THIS SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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SIGNATURE PAGE TO FOLLOW.**

IN WITNESS WHEREOF, Grantors and Lender have executed this Security Agreement as of the date first above written.

GRANTOR:

FIELDWOOD ENERGY I LLC,
a Texas limited liability company

By: _____
Name; _____
Title: _____

GOM SHELF LLC,
a Delaware limited liability company

By: _____
Name; _____
Title: _____

LENDER:

APACHE CORPORATION

By: _____
Name: _____
Title: _____

SCHEDULE 3.4¹**GRANTOR INFORMATION**

1. Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Office / Place of Business and Organizational Identification Number of each Grantor:

Full Legal Name	Type of Organization	Jurisdiction of Organization	Chief Executive Office/Place of Business	Organization I.D.#
FIELDWOOD ENERGY I LLC	Limited Liability Company	Texas	2000 W. Sam Houston Pkwy S., Suite 1600, Houston, Texas 77042	[•]
GOM SHELF LLC	Limited Liability Company	Delaware	2000 W. Sam Houston Pkwy S., Suite 1600, Houston, Texas 77042	[•]

2. Other Names (including any Trade-Name or Fictitious Business Name) under which each Grantor has conducted business:

Full Legal Name	Trade Name or Fictitious Business Name
[•]	[•]

3. Changes in Name, Jurisdiction of Organization, Chief Executive Office or Sole Place of Business and Corporate Structure within past five (5) years:

Full Legal Name	Change in Name, Jurisdiction, Chief Executive Office, Sole Place of Business or Corporate Structure
[•]	[•]

4. Financing Statements:

Name of Grantor	Filing Jurisdiction(s) ²
FIELDWOOD ENERGY I LLC	Texas

¹ To be completed in a manner mutually acceptable to all parties as a conditions to Apache's execution.

² Solely with respect to personal property

GOM SHELF LLC	Delaware
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SCHEDULE 3.5³

PROPERTY LOCATIONS

1. Locations owned by Grantor
None.
2. Locations leased by Grantor as lessee

Name of Grantor	Location of Equipment, Inventory, and Fixtures
[•]	[•]

³To be completed in a manner mutually acceptable to all parties as a conditions to Apache's execution.

SCHEDULE 3.8⁴**COLLATERAL**

1. 1. Deposit Accounts:

Grantor	Name of Depositary Bank	Account Number	Account Name	Excluded (Y/N)
[•]	[•]	[•]	[•]	[•]

2. Commercial Tort Claims:

None.

3. Material Contracts:

Name of Grantor	Material Contracts

4. Letters of Credit:

None.

5. Investment Related Property:

Grantor	Issuer	Certificated (Y/N)	Certificate No. (if any)	No. of Pledged Units	% of Outstanding LLC Interests of the Limited Liability Company
[•]	[•]	[•]	[•]	[•]	[•]

⁴ To be completed in a manner mutually acceptable to all parties as a conditions to Apache's execution.

SCHEDULE 3.15

**INTELLECTUAL PROPERTY
PATENTS AND PATENT LICENSES**

1. Patents

None.

2. Patent Licenses

None.

TRADEMARKS AND TRADEMARK LICENSES

3. Trademarks

None.

4. Trademark Licenses

None.

COPYRIGHTS AND COPYRIGHT LICENSES

5. Copyrights

None.

6. Copyright Licenses

None.

TRADE SECRETS AND TRADE SECRET LICENSES

7. Trade Secrets

None.

8. Trade Secret Licenses

None

SCHEDULE 3.16⁵

EXCLUDED COLLATERAL

Name of Grantor	Description of Excluded Collateral

⁵ To be completed in a manner mutually acceptable to all parties as a conditions to Apache’s execution.

Exhibit 10

Guarantee (Fieldwood Energy I LLC)

GUARANTEE

THIS GUARANTEE (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Guarantee”) is executed as of _____, 20[●], by FIELDWOOD ENERGY I LLC, a Texas limited liability company (“Guarantor”), in favor of APACHE CORPORATION, a Delaware corporation (“Lender”), on behalf of itself and the other Secured Parties (as defined in the Loan Agreement described below).

INTRODUCTORY PROVISIONS:

A. This Guarantee is given in connection with that certain Standby Loan Agreement dated as of _____, 20[●] among Guarantor, GOM Shelf LLC, a Delaware limited liability company (“GOM”), and the Lender (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”).

B. GOM is (i) a Co-Borrower under the Loan Agreement and (ii) a wholly owned subsidiary of Guarantor.

C. Guarantor will derive substantial direct and indirect benefit from the transactions contemplated by the Loan Agreement and the other Loan Documents.

D. Guarantor is executing and delivering this Guarantee to induce the Lender to provide Loans to Borrowers, including GOM, under the Loan Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantor hereby guarantees to Lender the prompt payment and performance of the Guaranteed Obligations, this Guarantee being upon the following terms and conditions:

1. **Defined Terms.** Any capitalized term used in this Guarantee and not otherwise defined herein shall have the meaning ascribed to such term in the Loan Agreement. In addition, the following terms have the following meanings:

“Dispute” means any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory, or common law, legal or equitable, now existing or hereafter arising, under or in connection with, or in any way pertaining to, this Guarantee and each other document, contract, and instrument required hereby, or now or hereafter delivered to Lender in connection herewith, or any past, present, or future extensions of credit and other activities, transactions, or obligations of any kind related directly or indirectly to any of the foregoing documents, including, without limitation, any of the foregoing arising in connection with the exercise of any self-help, ancillary, or other remedies pursuant to any of the foregoing documents.

“Guaranteed Obligations” means (a) all unpaid principal of and accrued and unpaid interest on the Loans, (b) all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations and indebtedness (including interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (c) all costs and expenses, including all attorneys’ fees and legal expenses, incurred by Lender to preserve and maintain the Collateral, collect the obligations described herein or described in the other Loan Documents, and enforce this Guarantee, the Security Agreement, the Mortgage or any rights under any other Loan Documents, (d) the obligation to reimburse any amount that Lender (in its sole and absolute discretion) elects to pay or advance on behalf of any Co-Borrower following the occurrence of an Event of Default, (e) obligations and liabilities of the Borrowers to the Lender, any Secured Party or any indemnified

party, individually or collectively, existing on the Effective Date or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, in all cases arising or incurred under this Guarantee, under any of the other Loan Documents, under the Decommissioning Agreement or in respect of any of the Loans made or any reimbursement or other obligations incurred under any of the foregoing, (f) all amounts owed under any extension, renewal, or modification of any of the foregoing and (g) any of the foregoing that arises after the filing of a petition by or against any Co-Borrower under the Bankruptcy Code, even if the obligations due do not accrue because of the automatic stay under Bankruptcy Code § 362 or otherwise; in each case with respect to clauses (a) through (e) above, whether or not (i) such Guaranteed Obligations arise or accrue before or after the filing by or against any Co-Borrower of a petition under the Bankruptcy Code, or any similar filing by or against any Co-Borrower under the laws of any jurisdiction, or any bankruptcy, insolvency, receivership or other similar proceeding, (ii) such Guaranteed Obligations are allowable under Section 502(b)(2) of the Bankruptcy Code or under any other insolvency proceedings, (iii) the right of payment in respect of such Guaranteed Obligations is reduced to judgment, or (iv) such Guaranteed Obligations are liquidated, unliquidated, similar, dissimilar, related, unrelated, direct, indirect, fixed, contingent, primary, secondary, joint, several, or joint and several, matured, disputed, undisputed, legal, equitable, secured, or unsecured.

2. **Payment.** Guarantor hereby unconditionally and irrevocably guarantees to Lender, for itself and the other Secured Parties, as a guaranty of payment and not merely as a guaranty of collection, prompt payment when due, whether at stated maturity, by required prepayment, by lapse of time, by acceleration of maturity, demand, or otherwise, and at all times thereafter, of the Guaranteed Obligations. This Guarantee covers the Guaranteed Obligations, whether presently outstanding or arising subsequent to the date hereof, including all amounts advanced by Lender in stages or installments. The guaranty of Guarantor as set forth in this Guarantee is a continuing guaranty of payment and performance. Guarantor acknowledges and agrees that Guarantor may be required to pay and perform the Guaranteed Obligations in full without assistance or support from any Co-Borrower or any other party. Guarantor agrees that if all or any part of the Guaranteed Obligations shall not be punctually paid when due, whether on the scheduled payment date, by lapse of time, by acceleration of maturity, or otherwise, Guarantor shall immediately pay the amount due on the Guaranteed Obligations to Lender at Lender's address as set forth in the Loan Agreement.

3. **Primary Liability of Guarantor.**

(a) This Guarantee is an absolute, irrevocable, and unconditional guaranty of payment and performance. Guarantor is and shall be liable for the payment and performance of the Guaranteed Obligations, as set forth in this Guarantee, as a primary obligor.

(b) In the event of default, including, but without limitation, an Event of Default, in payment or performance of the Guaranteed Obligations, or any part thereof, when such Guaranteed Obligations become due, whether by their terms, by acceleration, or otherwise, Guarantor shall, without notice or demand of any kind or nature (other than as required by the Loan Agreement), promptly pay the amount due thereon to Lender in lawful money of the United States of America and perform the obligations to be performed hereunder, and it shall not be necessary for Lender in order to enforce such payment and performance by Guarantor first, or contemporaneously, to institute suit or exhaust remedies against the Borrowers or any other Person liable on the Guaranteed Obligations, or to enforce any rights, remedies, powers, privileges, or benefits of Lender against any collateral or any other security or collateral which shall ever have been given to secure the Guaranteed Obligations.

(c) Suit may be brought or demand may be made against Guarantor or any other guaranty in favor of Lender covering all or any part of the Guaranteed Obligations, or against any one or more of them, separately or together, without impairing the rights of Lender against Guarantor. Any time that Lender is entitled to exercise its rights or remedies hereunder, Lender may in its sole discretion elect to demand payment and/or performance. If Lender elects to demand performance, then it shall at all times thereafter have the right to also demand payment until all of the Guaranteed Obligations have been paid and performed in full. If Lender elects to demand payment, then it shall at all times thereafter have the right to also demand performance until all of the Guaranteed Obligations have been paid and performed in full.

4. **Other Guaranteed Obligations.** If Guarantor becomes liable for any indebtedness owing by any other Co-Borrower to Lender by endorsement or otherwise, other than under this Guarantee, such liability shall not in any manner be impaired or affected hereby, and the rights and remedies hereunder shall be cumulative of any and all other rights and remedies that Lender may ever have against Guarantor. The exercise by Lender of any right or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy by Lender.

5. **Waiver of Subrogation.** Notwithstanding anything to the contrary contained herein, until the Guaranteed Obligations and any amounts payable under this Guarantee have been indefeasibly paid and performed in full and any commitments of Lender with respect to the Guaranteed Obligations are terminated, Guarantor waives to the extent permitted by applicable law any right of subrogation, reimbursement, indemnification, or contribution arising from the existence or performance of this Guarantee or any of the Loan Documents. This waiver is given to induce Lender to make the Loans to Borrowers.

6. **Subordinated Debt.** All indebtedness, liabilities, and obligations of any Co-Borrower or its Affiliates to Guarantor (the "Subordinated Debt") now or hereafter existing, due or to become due to Guarantor, or held or to be held by Guarantor, whether created directly or acquired by assignment or otherwise, and whether evidenced by written instrument or not, shall be expressly subordinated to the Guaranteed Obligations. Until such time as the Guaranteed Obligations are paid and performed in full and all commitments to lend under the Loan Documents have terminated, Guarantor agrees not to receive or accept any payment from any Co-Borrower with respect to the Subordinated Debt at any time an Event of Default exists before or after giving effect thereto; and, in the event Guarantor receives any payment on the Subordinated Debt in violation of the foregoing, Guarantor will hold any such payment in trust for Lender and forthwith turn it over to Lender in the form received, to be applied to the Guaranteed Obligations, but without reducing or affecting in any manner the liability of Guarantor under this Guarantee.

7. **Obligations Not to be Diminished.** Guarantor hereby agrees that its obligations under this Guarantee shall not be released, discharged, diminished, impaired, reduced, or affected for any reason or by the occurrence of any event (other than Payment and Performance in Full (as defined below)), including, without limitation, one or more of the following events, whether or not with notice to or the consent of Guarantor: (a) the taking or accepting of collateral as security for any or all of the Guaranteed Obligations or the release, surrender, exchange, or subordination of any collateral now or hereafter securing any or all of the Guaranteed Obligations; (b) any full or partial release of the liability of any Co-Borrower or the full or partial release of any other guarantor or obligor from liability for any or all of the Guaranteed Obligations; (c) the dissolution, insolvency, or bankruptcy of any Co-Borrower, any other guarantor, or any other party at any time liable for the payment of any or all of the Guaranteed Obligations; (d) any renewal, extension, modification, waiver, amendment, or rearrangement of any or all of the Guaranteed Obligations or any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Obligations; (e) any adjustment, indulgence, forbearance, waiver, or compromise that may be granted or given by Lender to any Co-Borrower, Guarantor, or any other party ever liable for any or all of

the Guaranteed Obligations; (f) any neglect, delay, omission, failure, or refusal of Lender to take or prosecute any action for the collection of any of the Guaranteed Obligations or to foreclose or take or prosecute any action in connection with any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Obligations; (g) the unenforceability or invalidity of any or all of the Guaranteed Obligations or of any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Obligations; (h) any payment by any Co-Borrower or any other party to Lender is held to constitute a preference under applicable bankruptcy or insolvency law or if for any other reason Lender is required to refund any payment or pay the amount thereof to someone else; (i) the settlement or compromise of any of the Guaranteed Obligations; (j) the non-perfection of any security interest or Lien securing any or all of the Guaranteed Obligations; (k) any impairment of any collateral securing any or all of the Guaranteed Obligations; (l) the failure of Lender to sell any collateral securing any or all of the Guaranteed Obligations in a commercially reasonable manner or as otherwise required by law; (m) any change in the corporate, partnership, or limited liability company, as applicable, existence, structure, or ownership of any Co-Borrower; or (n) any other circumstance which might otherwise constitute a defense available to, or discharge of, any Co-Borrower or Guarantor.

8. **Waivers.** Guarantor waives for the benefit of Lender and the other Secured Parties: (a) any right to revoke this Guarantee with respect to future indebtedness; (b) any right to require Lender to do any of the following before Guarantor is obligated to pay the Guaranteed Obligations or before Lender may proceed against Guarantor: (i) sue or exhaust remedies against any Co-Borrower or any other guarantors or obligors, (ii) sue on an accrued right of action in respect of any of the Guaranteed Obligations or bring any other action, exercise any other right, or exhaust all other remedies or (iii) enforce rights against any Co-Borrower's assets or any collateral pledged by any Co-Borrower to secure the Guaranteed Obligations; (c) any right relating to the timing, manner, or conduct of Lender's enforcement of rights against Borrower's assets or any collateral pledged by any Co-Borrower to secure the Guaranteed Obligations; (d) if both Guarantor and any Co-Borrower or any other Person have pledged assets to secure the Guaranteed Obligations, any right to require Lender to proceed first against any such other collateral before proceeding against any collateral pledged by Guarantor; (e) except as expressly required hereby, promptness, diligence, notice of any default under the Guaranteed Obligations, notice of acceleration or intent to accelerate, demand for payment, notice of acceptance of this Guarantee, presentment, notice of protest, notice of dishonor, notice of the incurring by any Co-Borrower of additional indebtedness, notice of any suit or other action by Lender against any Co-Borrower or any other Person, any notice to any Person liable for the obligation which is the subject of the suit or action, and all other notices and demands with respect to the Guaranteed Obligations and this Guarantee; (f) any and all other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties, other than the defense that the Guaranteed Obligations has been fully performed and indefeasibly paid in full in cash; (g) (i) any principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms hereof and any legal or equitable discharge of Guarantor's obligations hereunder, (ii) the benefit of any statute of limitations affecting Guarantor's liability hereunder or the enforcement hereof, and (iii) any requirement that Lender protect, secure, perfect, or insure any security interest or Lien or any property subject thereto; and (h) each of the foregoing rights or defenses regardless whether they arise under (i) *Section 43.001–005* of the Tex. Civ. Prac. & Rem. Code, as amended, (ii) *Section 17.001* of the Tex. Civ. Prac. & Rem. Code as amended, (iii) *Rule 31* of the Texas Rules of Civil Procedure, as amended, and (iv) common law, in equity, under contract, by statute, or otherwise.

This Guarantee shall not be affected by the genuineness, validity, regularity, or enforceability of the Guaranteed Obligations or any instrument or agreement evidencing any Guaranteed Obligations, or by the existence, validity, enforceability, perfection, non-perfection, or extent of any collateral therefor, or by any fact or circumstance relating to the Guaranteed Obligations which might otherwise constitute a defense to the obligations of Guarantor under this Guarantee, and Guarantor hereby

irrevocably waives any defenses it may now have or hereafter acquire in any way relating to any or all of the foregoing.

9. **Insolvency.** Should Guarantor become insolvent (as such concept is described in Section 3.16 of the Loan Agreement, including, for the avoidance of doubt, excepting asset retirement obligations from Guarantor's liabilities), or fail to pay Guarantor's debts (including, but without limitation, subordinated, liquidated, unliquidated, disputed, and contingent liabilities and commitments excepting only asset retirement obligations) generally as they become due, or voluntarily seek, consent to, or acquiesce in the benefit or benefits of any bankruptcy, insolvency, or similar law, or become a party to (or be made the subject of) any proceeding provided for by any bankruptcy, insolvency, or similar law (other than as a creditor or claimant) that could suspend or otherwise adversely affect the rights and remedies of Lender granted hereunder, then, in any such event, the Guaranteed Obligations shall be, as between Guarantor and Lender, a fully matured, due, and payable obligation of Guarantor to Lender (without regard to whether Borrowers are then in default under the Loan Agreement or whether the Obligations, or any part thereof is then due and owing by Borrowers to Lender), payable in full by Guarantor to Lender upon demand, which shall be the estimated amount owing in respect of the contingent claim created hereunder. For purposes of this Section, each reference to asset retirement obligations means those which would be reflected on a balance sheet conforming with the requirements of Section 5.01 of the Loan Agreement.

10. **Termination; Reinstatement.** Guarantor's obligations hereunder shall remain in full force and effect until all commitments to lend under the Loan Documents have terminated and the Guaranteed Obligations have been paid and performed in full ("Payment and Performance in Full"). If at any time any payment of the principal or interest or any other amount payable by Borrowers under the Loan Documents is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy, or reorganization of any Co-Borrower or otherwise, then Guarantor's obligations hereunder with respect to such payment shall be reinstated as though such payment had been due but not made at such time.

11. **Stay of Acceleration.** Should any other Co-Borrower voluntarily seek, consent to, or acquiesce in the benefit or benefits of any bankruptcy, insolvency, or similar law, or become a party to (or be made the subject of) any proceeding provided for by any bankruptcy, insolvency, or similar law (other than as a creditor or claimant), all Guaranteed Obligations shall nonetheless be payable by Guarantor immediately if requested by Lender.

12. **Representations and Warranties.** The representations and warranties made by Guarantor in Article III of the Loan Agreement are hereby incorporated by reference as if stated verbatim herein.

13. **No Fraudulent Transfer.** It is the intention of Guarantor and Lender that the amount of the Guaranteed Obligations guaranteed by Guarantor by this Guarantee shall be in, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer, or similar laws applicable to Guarantor (collectively, "Fraudulent Transfer Laws"). Accordingly, notwithstanding anything to the contrary contained in this Guarantee or any other agreement or instrument executed in connection with the payment of any of the Guaranteed Obligations but subject to the following proviso, the amount of the Guaranteed Obligations guaranteed by Guarantor by this Guarantee shall be limited to that amount which after giving effect thereto would not (a) render Guarantor insolvent, (b) result in the fair saleable value of the assets of Guarantor being less than the amount required to pay its debts and other liabilities (including contingent liabilities) as they mature, or (c) leave Guarantor with unreasonably small capital to carry out its business as now conducted and as proposed to be conducted, including its capital needs, as such concepts described in clauses (a), (b), and (c) of this Section 13 are determined under the Fraudulent Transfer Laws or other applicable law by a court of competent jurisdiction in a proceeding actually pending before such court; *provided, however*, that such limitation shall apply if and only to the extent that by reason of such clauses (a), (b), or (c), the obligations of Guarantor hereunder would otherwise be set aside, terminated,

annulled, or avoided for such reason by a court of competent jurisdiction in a proceeding actually pending before such court. For purposes of this Guarantee, the term “applicable law” means as to Guarantor each statute, law, ordinance, regulation, order, judgment, injunction, or decree of the United States or any state or commonwealth, any municipality, any foreign country, or any territory, possession, or governmental authority applicable to Guarantor.

14. **Successors and Assigns.** This Guarantee is for the benefit of Lender and the other Secured Parties and their successors and assigns, and, in the event of an assignment of the Guaranteed Obligations in accordance with the provisions of the Loan Agreement, or any part thereof, the rights and remedies hereunder, to the extent applicable to the Guaranteed Obligations so assigned, may be transferred therewith. This Guarantee is binding on Guarantor and Guarantor’s successors and permitted assigns; *provided that*, Guarantor may not assign its obligations under this Guarantee without obtaining Lender’s prior written consent, and any assignment purported to be made without Lender’s prior written consent shall be null and void.

15. **LOAN AGREEMENT.** THE LOAN AGREEMENT, AND ALL OF THE TERMS THEREOF, ARE INCORPORATED HEREIN BY REFERENCE, THE SAME AS IF STATED VERBATIM HEREIN, AND GUARANTOR AGREES THAT LENDER MAY EXERCISE ANY AND ALL RIGHTS GRANTED TO IT UNDER THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS WITHOUT AFFECTING THE VALIDITY OR ENFORCEABILITY OF THIS GUARANTEE.

16. **Setoff Rights.** If an Event of Default shall have occurred and be continuing, Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits at any time held and other obligations at any time owing by Lender to or for the credit or the account of Guarantor against any and all the Guaranteed Obligations, irrespective of whether or not Lender shall have made any demand under the Loan Documents and although such obligations may be unmaturing. The rights of Lender hereunder are in addition to other rights and remedies (including other rights of setoff) which Lender may have.

17. **Time of Essence.** Time shall be of the essence in this Guarantee with respect to all of Guarantor’s obligations hereunder.

18. **GOVERNING LAW; VENUE; SERVICE OF PROCESS.**

(a) THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

(b) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR TEXAS STATE COURT SITTING IN HOUSTON, TEXAS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTEE, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND GUARANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. GUARANTOR AGREES THAT A FINAL JUDGMENT, NON-APPEALABLE IN ANY SUCH ACTION OR PROCEEDING MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY

OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS GUARANTEE OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS GUARANTEE OR ANY OTHER LOAN DOCUMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTEE OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. GUARANTOR HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY TO THIS GUARANTEE IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 8.01 OF THE LOAN AGREEMENT. NOTHING IN THIS GUARANTEE OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS GUARANTEE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. THIS GUARANTEE AND ANY CONTROVERSY, DISPUTE, CLAIM, OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS GUARANTEE, THE OTHER LOAN DOCUMENTS, ANY BREACH THEREOF, THE TRANSACTIONS CONTEMPLATED THEREBY, OR ANY OTHER DISPUTE BETWEEN OR AMONG THE PARTIES HERETO (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH, AND INTERPRETED PURSUANT TO THE LAWS OF THE STATE OF TEXAS; PROVIDED THAT LENDER SHALL RETAIN ALL RIGHTS UNDER FEDERAL LAW. THE PARTIES HEREBY AGREE THAT ANY LAWSUIT, ACTION, OR PROCEEDING THAT IS BROUGHT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS, THE TRANSACTIONS CONTEMPLATED THEREBY, OR THE ACTS, CONDUCT, OR OMISSIONS OF LENDER OR ANY OF ITS AGENTS, SUCCESSORS, OR ASSIGNS OR OF ANY OF THE OBLIGATED PARTIES IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT OF ANY OF THE LOAN DOCUMENTS SHALL BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN HOUSTON, TEXAS. GUARANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY (A) SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURTS, (B) WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH LAWSUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT, AND (C) FURTHER WAIVES ANY CLAIM THAT IT MAY NOW OR HEREAFTER HAVE THAT ANY SUCH COURT IS AN INCONVENIENT FORUM. GUARANTOR AGREES THAT SERVICE OF PROCESS UPON IT MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED AT THE ADDRESS FOR NOTICES REFERENCED IN THE LOAN AGREEMENT.

19. **Notices.** Whenever any notice is required or permitted to be given under the terms of this Guarantee, the same shall be given in accordance with the Loan Agreement.

20. **Expenses.** Guarantor hereby agrees to pay on demand any and all out of pocket expenses (including attorneys', auditors', and accountants' fees) paid or incurred by Lender in connection with the preparation, execution, and delivery of this Guarantee in accordance with Section 8.03 of the Loan

Agreement. Guarantor also shall reimburse Lender for any and all out of pocket expenses and internal charges (including attorneys', auditors', and accountants' fees, and time charges of attorneys, paralegals, auditors, and accountants who may be employees of Lender) paid or incurred by Lender in connection with the administration of this Guarantee. In addition, Guarantor shall be obligated to pay all of the costs and expenses incurred by Lender, including attorneys' fees and court costs, in obtaining or liquidating the Collateral, in enforcing payment of the Guaranteed Obligations, or in the prosecution or defense of any action or proceeding by or against Lender or Guarantor concerning any matter arising out of or connected with this Guarantee, any Collateral, or the Guaranteed Obligations, including any of the foregoing arising in, arising under, or related to, a case under any bankruptcy, insolvency, or similar law. Any and all costs and expenses incurred by Guarantor in the performance of actions required pursuant to the terms hereof shall be borne solely by Guarantor.

21. Indemnification and Survival. GUARANTOR SHALL INDEMNIFY THE LENDER, AND EACH RELATED PARTY OF THE LENDER (EACH SUCH PERSON BEING CALLED AN "INDEMNITEE") AGAINST, AND HOLD EACH INDEMNITEE HARMLESS FROM, ANY AND ALL LOSSES, CLAIMS, DAMAGES, PENALTIES, INCREMENTAL TAXES, LIABILITIES AND RELATED EXPENSES, INCLUDING THE FEES, CHARGES AND DISBURSEMENTS OF ANY COUNSEL FOR ANY INDEMNITEE, INCURRED BY OR ASSERTED AGAINST ANY INDEMNITEE ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF (I) THE EXECUTION OR DELIVERY OF THE LOAN DOCUMENTS OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OF THEIR RESPECTIVE OBLIGATIONS THEREUNDER OR THE CONSUMMATION OF THE TRANSACTIONS OR ANY OTHER TRANSACTIONS CONTEMPLATED HEREBY, (II) ANY LOAN OR THE USE OF THE PROCEEDS THEREFROM, (III) ANY ACTUAL OR ALLEGED PRESENCE OR RELEASE OF HAZARDOUS MATERIALS ON OR FROM ANY PROPERTY OWNED OR OPERATED BY ANY GRANTOR, OR ANY ENVIRONMENTAL LIABILITY RELATED IN ANY WAY TO ANY GRANTOR, OR (IV) ANY ACTUAL OR PROSPECTIVE CLAIM, LITIGATION, INVESTIGATION OR PROCEEDING RELATING TO ANY OF THE FOREGOING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO; PROVIDED THAT SUCH INDEMNITY SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH LOSSES, CLAIMS, DAMAGES, PENALTIES, LIABILITIES OR RELATED EXPENSES ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE. WITHOUT LIMITATION OF THE FOREGOING, IT IS THE INTENTION OF GUARANTOR AND GUARANTOR AGREES THAT THE FOREGOING INDEMNITIES SHALL APPLY TO EACH INDEMNITEE WITH RESPECT TO LOSSES, CLAIMS, DAMAGES, PENALTIES, LIABILITIES AND RELATED EXPENSES (INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION OR PREPARATION THEREFOR), WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH (AND/OR ANY OTHER) INDEMNITEE.

THE OBLIGATIONS AND LIABILITIES OF GUARANTOR UNDER THIS SECTION 20 SHALL NOT BE LIMITED OR RESTRICTED BY THE EXISTENCE OF, OR ANY TERMS OF, THE GUARANTY OF PAYMENT UNDER SECTION 2 OF THIS GUARANTEE AND SHALL SURVIVE THE PAYMENT AND PERFORMANCE IN FULL OF THE GUARANTEED OBLIGATIONS AND TERMINATION OF THIS GUARANTEE.

22. Amendments; Counterparts. This Guarantee may be amended only by an instrument in writing executed by Guarantor and acknowledged by Lender.

23. **WAIVER OF JURY TRIAL.** GUARANTOR HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS GUARANTY, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). GUARANTOR (A) CERTIFIES THAT NO REPRESENTATIVE OR OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THE LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SECTION.

24. **Limitation on Liability.** WITHOUT LIMITING ANY OTHER PROVISION OF THIS GUARANTEE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, GUARANTOR AGREES THAT IT SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST THE LENDER, (I) FOR ANY DAMAGES ARISING FROM THE USE BY OTHERS OF INFORMATION OR OTHER MATERIALS OBTAINED THROUGH TELECOMMUNICATIONS, ELECTRONIC OR OTHER INFORMATION TRANSMISSION SYSTEMS (INCLUDING THE INTERNET), OR (II) ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS GUARANTEE, ANY OTHER LOAN DOCUMENT, OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE TRANSACTIONS, ANY LOAN OR THE USE OF THE PROCEEDS THEREOF; PROVIDED THAT, NOTHING IN THIS PARAGRAPH SHALL RELIEVE GUARANTOR OF ANY OBLIGATION IT MAY HAVE TO INDEMNIFY AN INDEMNITEE AGAINST SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES ASSERTED AGAINST SUCH INDEMNITEE BY A THIRD PARTY.

25. **FINAL AGREEMENT.** THIS GUARANTEE AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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SIGNATURE PAGES FOLLOW]

EXECUTED as of the first date herein set forth.

GUARANTOR:

FIELDWOOD ENERGY I LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

Exhibit 11

Guarantee (GOM Shelf LLC)

GUARANTEE

THIS GUARANTEE (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Guarantee”) is executed as of _____, 20[●], by GOM SHELF LLC, a Delaware limited liability company (“Guarantor”), in favor of APACHE CORPORATION, a Delaware corporation (“Lender”), on behalf of itself and the other Secured Parties (as defined in the Loan Agreement described below).

INTRODUCTORY PROVISIONS:

- A. This Guarantee is given in connection with that certain Standby Loan Agreement dated as of _____, 20[●] among Guarantor, Fieldwood Energy I LLC, a Texas limited liability company (“Fieldwood”), and the Lender (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”).
- B. Fieldwood is a Co-Borrower under the Loan Agreement.
- C. Guarantor is a wholly owned subsidiary of Fieldwood and will derive substantial direct and indirect benefit from the transactions contemplated by the Loan Agreement and the other Loan Documents.
- D. Guarantor is executing and delivering this Guarantee to induce the Lender to provide Loans to Borrowers, including Fieldwood, under the Loan Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantor hereby guarantees to Lender the prompt payment and performance of the Guaranteed Obligations, this Guarantee being upon the following terms and conditions:

1. **Defined Terms.** Any capitalized term used in this Guarantee and not otherwise defined herein shall have the meaning ascribed to such term in the Loan Agreement. In addition, the following terms have the following meanings:

“Dispute” means any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory, or common law, legal or equitable, now existing or hereafter arising, under or in connection with, or in any way pertaining to, this Guarantee and each other document, contract, and instrument required hereby, or now or hereafter delivered to Lender in connection herewith, or any past, present, or future extensions of credit and other activities, transactions, or obligations of any kind related directly or indirectly to any of the foregoing documents, including, without limitation, any of the foregoing arising in connection with the exercise of any self-help, ancillary, or other remedies pursuant to any of the foregoing documents.

“Guaranteed Obligations” means (a) all unpaid principal of and accrued and unpaid interest on the Loans, (b) all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations and indebtedness (including interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (c) all costs and expenses, including all attorneys’ fees and legal expenses, incurred by Lender to preserve and maintain the Collateral, collect the obligations described herein or described in the other Loan Documents, and enforce this Guarantee, the Security Agreement, the Mortgage or any rights under any other Loan Documents, (d) the obligation to reimburse any amount that Lender (in its sole and absolute discretion) elects to pay or advance on behalf of any Co-Borrower following the occurrence of an Event of Default, (e) obligations and liabilities of the Borrowers to the Lender, any Secured Party or any indemnified party, individually or collectively, existing on the Effective Date or arising thereafter, direct or indirect,

joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, in all cases arising or incurred under this Guarantee, under any of the other Loan Documents, under the Decommissioning Agreement or in respect of any of the Loans made or any reimbursement or other obligations incurred under any of the foregoing, (f) all amounts owed under any extension, renewal, or modification of any of the foregoing and (g) any of the foregoing that arises after the filing of a petition by or against any Co-Borrower under the Bankruptcy Code, even if the obligations due do not accrue because of the automatic stay under Bankruptcy Code § 362 or otherwise; in each case with respect to clauses (a) through (e) above, whether or not (i) such Guaranteed Obligations arise or accrue before or after the filing by or against any Co-Borrower of a petition under the Bankruptcy Code, or any similar filing by or against any Co-Borrower under the laws of any jurisdiction, or any bankruptcy, insolvency, receivership or other similar proceeding, (ii) such Guaranteed Obligations are allowable under Section 502(b)(2) of the Bankruptcy Code or under any other insolvency proceedings, (iii) the right of payment in respect of such Guaranteed Obligations is reduced to judgment, or (iv) such Guaranteed Obligations are liquidated, unliquidated, similar, dissimilar, related, unrelated, direct, indirect, fixed, contingent, primary, secondary, joint, several, or joint and several, matured, disputed, undisputed, legal, equitable, secured, or unsecured.

2. **Payment.** Guarantor hereby unconditionally and irrevocably guarantees to Lender, for itself and the other Secured Parties, as a guaranty of payment and not merely as a guaranty of collection, prompt payment when due, whether at stated maturity, by required prepayment, by lapse of time, by acceleration of maturity, demand, or otherwise, and at all times thereafter, of the Guaranteed Obligations. This Guarantee covers the Guaranteed Obligations, whether presently outstanding or arising subsequent to the date hereof, including all amounts advanced by Lender in stages or installments. The guaranty of Guarantor as set forth in this Guarantee is a continuing guaranty of payment and performance. Guarantor acknowledges and agrees that Guarantor may be required to pay and perform the Guaranteed Obligations in full without assistance or support from any Co-Borrower or any other party. Guarantor agrees that if all or any part of the Guaranteed Obligations shall not be punctually paid when due, whether on the scheduled payment date, by lapse of time, by acceleration of maturity, or otherwise, Guarantor shall immediately pay the amount due on the Guaranteed Obligations to Lender at Lender's address as set forth in the Loan Agreement.

3. **Primary Liability of Guarantor.**

(a) This Guarantee is an absolute, irrevocable, and unconditional guaranty of payment and performance. Guarantor is and shall be liable for the payment and performance of the Guaranteed Obligations, as set forth in this Guarantee, as a primary obligor.

(b) In the event of default, including, but without limitation, an Event of Default, in payment or performance of the Guaranteed Obligations, or any part thereof, when such Guaranteed Obligations become due, whether by their terms, by acceleration, or otherwise, Guarantor shall, without notice or demand of any kind or nature (other than as required by the Loan Agreement), promptly pay the amount due thereon to Lender in lawful money of the United States of America and perform the obligations to be performed hereunder, and it shall not be necessary for Lender in order to enforce such payment and performance by Guarantor first, or contemporaneously, to institute suit or exhaust remedies against the Borrowers or any other Person liable on the Guaranteed Obligations, or to enforce any rights, remedies, powers, privileges, or benefits of Lender against any collateral or any other security or collateral which shall ever have been given to secure the Guaranteed Obligations.

(c) Suit may be brought or demand may be made against Guarantor or any other guaranty in favor of Lender covering all or any part of the Guaranteed Obligations, or against any

one or more of them, separately or together, without impairing the rights of Lender against Guarantor. Any time that Lender is entitled to exercise its rights or remedies hereunder, Lender may in its sole discretion elect to demand payment and/or performance. If Lender elects to demand performance, then it shall at all times thereafter have the right to also demand payment until all of the Guaranteed Obligations have been paid and performed in full. If Lender elects to demand payment, then it shall at all times thereafter have the right to also demand performance until all of the Guaranteed Obligations have been paid and performed in full.

4. **Other Guaranteed Obligations.** If Guarantor becomes liable for any indebtedness owing by any other Co-Borrower to Lender by endorsement or otherwise, other than under this Guarantee, such liability shall not in any manner be impaired or affected hereby, and the rights and remedies hereunder shall be cumulative of any and all other rights and remedies that Lender may ever have against Guarantor. The exercise by Lender of any right or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy by Lender.

5. **Waiver of Subrogation.** Notwithstanding anything to the contrary contained herein, until the Guaranteed Obligations and any amounts payable under this Guarantee have been indefeasibly paid and performed in full and any commitments of Lender with respect to the Guaranteed Obligations are terminated, Guarantor waives to the extent permitted by applicable law any right of subrogation, reimbursement, indemnification, or contribution arising from the existence or performance of this Guarantee or any of the Loan Documents. This waiver is given to induce Lender to make the Loans to Borrowers.

6. **Subordinated Debt.** All indebtedness, liabilities, and obligations of any Co-Borrower or its Affiliates to Guarantor (the "Subordinated Debt") now or hereafter existing, due or to become due to Guarantor, or held or to be held by Guarantor, whether created directly or acquired by assignment or otherwise, and whether evidenced by written instrument or not, shall be expressly subordinated to the Guaranteed Obligations. Until such time as the Guaranteed Obligations are paid and performed in full and all commitments to lend under the Loan Documents have terminated, Guarantor agrees not to receive or accept any payment from any Co-Borrower with respect to the Subordinated Debt at any time an Event of Default exists before or after giving effect thereto; and, in the event Guarantor receives any payment on the Subordinated Debt in violation of the foregoing, Guarantor will hold any such payment in trust for Lender and forthwith turn it over to Lender in the form received, to be applied to the Guaranteed Obligations, but without reducing or affecting in any manner the liability of Guarantor under this Guarantee.

7. **Obligations Not to be Diminished.** Guarantor hereby agrees that its obligations under this Guarantee shall not be released, discharged, diminished, impaired, reduced, or affected for any reason or by the occurrence of any event (other than Payment and Performance in Full (as defined below)), including, without limitation, one or more of the following events, whether or not with notice to or the consent of Guarantor: (a) the taking or accepting of collateral as security for any or all of the Guaranteed Obligations or the release, surrender, exchange, or subordination of any collateral now or hereafter securing any or all of the Guaranteed Obligations; (b) any full or partial release of the liability of any Co-Borrower or the full or partial release of any other guarantor or obligor from liability for any or all of the Guaranteed Obligations; (c) the dissolution, insolvency, or bankruptcy of any Co-Borrower, any other guarantor, or any other party at any time liable for the payment of any or all of the Guaranteed Obligations; (d) any renewal, extension, modification, waiver, amendment, or rearrangement of any or all of the Guaranteed Obligations or any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Obligations; (e) any adjustment, indulgence, forbearance, waiver, or compromise that may be granted or given by Lender to any Co-Borrower, Guarantor, or any other party ever liable for any or all of the Guaranteed Obligations; (f) any neglect, delay, omission, failure, or refusal of Lender to take or prosecute any action for the collection of any of the Guaranteed Obligations or to foreclose or take or

prosecute any action in connection with any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Obligations; (g) the unenforceability or invalidity of any or all of the Guaranteed Obligations or of any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Obligations; (h) any payment by any Co-Borrower or any other party to Lender is held to constitute a preference under applicable bankruptcy or insolvency law or if for any other reason Lender is required to refund any payment or pay the amount thereof to someone else; (i) the settlement or compromise of any of the Guaranteed Obligations; (j) the non-perfection of any security interest or Lien securing any or all of the Guaranteed Obligations; (k) any impairment of any collateral securing any or all of the Guaranteed Obligations; (l) the failure of Lender to sell any collateral securing any or all of the Guaranteed Obligations in a commercially reasonable manner or as otherwise required by law; (m) any change in the corporate, partnership, or limited liability company, as applicable, existence, structure, or ownership of any Co-Borrower; or (n) any other circumstance which might otherwise constitute a defense available to, or discharge of, any Co-Borrower or Guarantor.

8. **Waivers.** Guarantor waives for the benefit of Lender and the other Secured Parties: (a) any right to revoke this Guarantee with respect to future indebtedness; (b) any right to require Lender to do any of the following before Guarantor is obligated to pay the Guaranteed Obligations or before Lender may proceed against Guarantor: (i) sue or exhaust remedies against any Co-Borrower or any other guarantors or obligors, (ii) sue on an accrued right of action in respect of any of the Guaranteed Obligations or bring any other action, exercise any other right, or exhaust all other remedies or (iii) enforce rights against any Co-Borrower's assets or any collateral pledged by any Co-Borrower to secure the Guaranteed Obligations; (c) any right relating to the timing, manner, or conduct of Lender's enforcement of rights against Borrower's assets or any collateral pledged by any Co-Borrower to secure the Guaranteed Obligations; (d) if both Guarantor and any Co-Borrower or any other Person have pledged assets to secure the Guaranteed Obligations, any right to require Lender to proceed first against any such other collateral before proceeding against any collateral pledged by Guarantor; (e) except as expressly required hereby, promptness, diligence, notice of any default under the Guaranteed Obligations, notice of acceleration or intent to accelerate, demand for payment, notice of acceptance of this Guarantee, presentment, notice of protest, notice of dishonor, notice of the incurring by any Co-Borrower of additional indebtedness, notice of any suit or other action by Lender against any Co-Borrower or any other Person, any notice to any Person liable for the obligation which is the subject of the suit or action, and all other notices and demands with respect to the Guaranteed Obligations and this Guarantee; (f) any and all other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties, other than the defense that the Guaranteed Obligations has been fully performed and indefeasibly paid in full in cash; (g) (i) any principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms hereof and any legal or equitable discharge of Guarantor's obligations hereunder, (ii) the benefit of any statute of limitations affecting Guarantor's liability hereunder or the enforcement hereof, and (iii) any requirement that Lender protect, secure, perfect, or insure any security interest or Lien or any property subject thereto; and (h) each of the foregoing rights or defenses regardless whether they arise under (i) *Section 43.001–005* of the Tex. Civ. Prac. & Rem. Code, as amended, (ii) *Section 17.001* of the Tex. Civ. Prac. & Rem. Code as amended, (iii) *Rule 31* of the Texas Rules of Civil Procedure, as amended, and (iv) common law, in equity, under contract, by statute, or otherwise.

This Guarantee shall not be affected by the genuineness, validity, regularity, or enforceability of the Guaranteed Obligations or any instrument or agreement evidencing any Guaranteed Obligations, or by the existence, validity, enforceability, perfection, non-perfection, or extent of any collateral therefor, or by any fact or circumstance relating to the Guaranteed Obligations which might otherwise constitute a defense to the obligations of Guarantor under this Guarantee, and Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to any or all of the foregoing.

9. **Insolvency.** Should Guarantor become insolvent (as such concept is described in Section 3.16 of the Loan Agreement, including, for the avoidance of doubt, excepting asset retirement obligations from Guarantor's liabilities), or fail to pay Guarantor's debts (including, but without limitation, subordinated, liquidated, unliquidated, disputed, and contingent liabilities and commitments excepting only asset retirement obligations) generally as they become due, or voluntarily seek, consent to, or acquiesce in the benefit or benefits of any bankruptcy, insolvency, or similar law, or become a party to (or be made the subject of) any proceeding provided for by any bankruptcy, insolvency, or similar law (other than as a creditor or claimant) that could suspend or otherwise adversely affect the rights and remedies of Lender granted hereunder, then, in any such event, the Guaranteed Obligations shall be, as between Guarantor and Lender, a fully matured, due, and payable obligation of Guarantor to Lender (without regard to whether Borrowers are then in default under the Loan Agreement or whether the Obligations, or any part thereof is then due and owing by Borrowers to Lender), payable in full by Guarantor to Lender upon demand, which shall be the estimated amount owing in respect of the contingent claim created hereunder. For purposes of this Section, each reference to asset retirement obligations means those which would be reflected on a balance sheet conforming with the requirements of Section 5.01 of the Loan Agreement.

10. **Termination; Reinstatement.** Guarantor's obligations hereunder shall remain in full force and effect until all commitments to lend under the Loan Documents have terminated and the Guaranteed Obligations have been paid and performed in full ("Payment and Performance in Full"). If at any time any payment of the principal or interest or any other amount payable by Borrowers under the Loan Documents is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy, or reorganization of any Co-Borrower or otherwise, then Guarantor's obligations hereunder with respect to such payment shall be reinstated as though such payment had been due but not made at such time.

11. **Stay of Acceleration.** Should any other Co-Borrower voluntarily seek, consent to, or acquiesce in the benefit or benefits of any bankruptcy, insolvency, or similar law, or become a party to (or be made the subject of) any proceeding provided for by any bankruptcy, insolvency, or similar law (other than as a creditor or claimant), all Guaranteed Obligations shall nonetheless be payable by Guarantor immediately if requested by Lender.

12. **Representations and Warranties.** The representations and warranties made by Guarantor in Article III of the Loan Agreement are hereby incorporated by reference as if stated verbatim herein.

13. **No Fraudulent Transfer.** It is the intention of Guarantor and Lender that the amount of the Guaranteed Obligations guaranteed by Guarantor by this Guarantee shall be in, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer, or similar laws applicable to Guarantor (collectively, "Fraudulent Transfer Laws"). Accordingly, notwithstanding anything to the contrary contained in this Guarantee or any other agreement or instrument executed in connection with the payment of any of the Guaranteed Obligations but subject to the following proviso, the amount of the Guaranteed Obligations guaranteed by Guarantor by this Guarantee shall be limited to that amount which after giving effect thereto would not (a) render Guarantor insolvent, (b) result in the fair saleable value of the assets of Guarantor being less than the amount required to pay its debts and other liabilities (including contingent liabilities) as they mature, or (c) leave Guarantor with unreasonably small capital to carry out its business as now conducted and as proposed to be conducted, including its capital needs, as such concepts described in clauses (a), (b), and (c) of this Section 13 are determined under the Fraudulent Transfer Laws or other applicable law by a court of competent jurisdiction in a proceeding actually pending before such court; *provided, however*, that such limitation shall apply if and only to the extent that by reason of such clauses (a), (b), or (c), the obligations of Guarantor hereunder would otherwise be set aside, terminated, annulled, or avoided for such reason by a court of competent jurisdiction in a proceeding actually pending before such court. For purposes of this Guarantee, the term "applicable law" means as to Guarantor each statute, law, ordinance, regulation, order, judgment, injunction, or decree of the United States or any state

or commonwealth, any municipality, any foreign country, or any territory, possession, or governmental authority applicable to Guarantor.

14. **Successors and Assigns.** This Guarantee is for the benefit of Lender and the other Secured Parties and their successors and assigns, and, in the event of an assignment of the Guaranteed Obligations in accordance with the provisions of the Loan Agreement, or any part thereof, the rights and remedies hereunder, to the extent applicable to the Guaranteed Obligations so assigned, may be transferred therewith. This Guarantee is binding on Guarantor and Guarantor's successors and permitted assigns; *provided that*, Guarantor may not assign its obligations under this Guarantee without obtaining Lender's prior written consent, and any assignment purported to be made without Lender's prior written consent shall be null and void.

15. **LOAN AGREEMENT.** THE LOAN AGREEMENT, AND ALL OF THE TERMS THEREOF, ARE INCORPORATED HEREIN BY REFERENCE, THE SAME AS IF STATED VERBATIM HEREIN, AND GUARANTOR AGREES THAT LENDER MAY EXERCISE ANY AND ALL RIGHTS GRANTED TO IT UNDER THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS WITHOUT AFFECTING THE VALIDITY OR ENFORCEABILITY OF THIS GUARANTEE.

16. **Setoff Rights.** If an Event of Default shall have occurred and be continuing, Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits at any time held and other obligations at any time owing by Lender to or for the credit or the account of Guarantor against any and all the Guaranteed Obligations, irrespective of whether or not Lender shall have made any demand under the Loan Documents and although such obligations may be unmatured. The rights of Lender hereunder are in addition to other rights and remedies (including other rights of setoff) which Lender may have.

17. **Time of Essence.** Time shall be of the essence in this Guarantee with respect to all of Guarantor's obligations hereunder.

18. **GOVERNING LAW; VENUE; SERVICE OF PROCESS.**

(a) THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

(b) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR TEXAS STATE COURT SITTING IN HOUSTON, TEXAS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTEE, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND GUARANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. GUARANTOR AGREES THAT A FINAL JUDGMENT, NON-APPEALABLE IN ANY SUCH ACTION OR PROCEEDING MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS GUARANTEE OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS GUARANTEE OR

ANY OTHER LOAN DOCUMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTEE OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. GUARANTOR HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY TO THIS GUARANTEE IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 8.01 OF THE LOAN AGREEMENT. NOTHING IN THIS GUARANTEE OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS GUARANTEE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. THIS GUARANTEE AND ANY CONTROVERSY, DISPUTE, CLAIM, OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS GUARANTEE, THE OTHER LOAN DOCUMENTS, ANY BREACH THEREOF, THE TRANSACTIONS CONTEMPLATED THEREBY, OR ANY OTHER DISPUTE BETWEEN OR AMONG THE PARTIES HERETO (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH, AND INTERPRETED PURSUANT TO THE LAWS OF THE STATE OF TEXAS; PROVIDED THAT LENDER SHALL RETAIN ALL RIGHTS UNDER FEDERAL LAW. THE PARTIES HEREBY AGREE THAT ANY LAWSUIT, ACTION, OR PROCEEDING THAT IS BROUGHT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS, THE TRANSACTIONS CONTEMPLATED THEREBY, OR THE ACTS, CONDUCT, OR OMISSIONS OF LENDER OR ANY OF ITS AGENTS, SUCCESSORS, OR ASSIGNS OR OF ANY OF THE OBLIGATED PARTIES IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT OF ANY OF THE LOAN DOCUMENTS SHALL BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN HOUSTON, TEXAS. GUARANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY (A) SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURTS, (B) WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH LAWSUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT, AND (C) FURTHER WAIVES ANY CLAIM THAT IT MAY NOW OR HEREAFTER HAVE THAT ANY SUCH COURT IS AN INCONVENIENT FORUM. GUARANTOR AGREES THAT SERVICE OF PROCESS UPON IT MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED AT THE ADDRESS FOR NOTICES REFERENCED IN THE LOAN AGREEMENT.

19. **Notices.** Whenever any notice is required or permitted to be given under the terms of this Guarantee, the same shall be given in accordance with the Loan Agreement.

20. **Expenses.** Guarantor hereby agrees to pay on demand any and all out of pocket expenses (including attorneys', auditors', and accountants' fees) paid or incurred by Lender in connection with the preparation, execution, and delivery of this Guarantee in accordance with Section 8.03 of the Loan Agreement. Guarantor also shall reimburse Lender for any and all out of pocket expenses and internal charges (including attorneys', auditors', and accountants' fees, and time charges of attorneys, paralegals, auditors, and accountants who may be employees of Lender) paid or incurred by Lender in connection with

the administration of this Guarantee. In addition, Guarantor shall be obligated to pay all of the costs and expenses incurred by Lender, including attorneys' fees and court costs, in obtaining or liquidating the Collateral, in enforcing payment of the Guaranteed Obligations, or in the prosecution or defense of any action or proceeding by or against Lender or Guarantor concerning any matter arising out of or connected with this Guarantee, any Collateral, or the Guaranteed Obligations, including any of the foregoing arising in, arising under, or related to, a case under any bankruptcy, insolvency, or similar law. Any and all costs and expenses incurred by Guarantor in the performance of actions required pursuant to the terms hereof shall be borne solely by Guarantor.

21. Indemnification and Survival. GUARANTOR SHALL INDEMNIFY THE LENDER, AND EACH RELATED PARTY OF THE LENDER (EACH SUCH PERSON BEING CALLED AN "INDEMNITEE") AGAINST, AND HOLD EACH INDEMNITEE HARMLESS FROM, ANY AND ALL LOSSES, CLAIMS, DAMAGES, PENALTIES, INCREMENTAL TAXES, LIABILITIES AND RELATED EXPENSES, INCLUDING THE FEES, CHARGES AND DISBURSEMENTS OF ANY COUNSEL FOR ANY INDEMNITEE, INCURRED BY OR ASSERTED AGAINST ANY INDEMNITEE ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF (I) THE EXECUTION OR DELIVERY OF THE LOAN DOCUMENTS OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OF THEIR RESPECTIVE OBLIGATIONS THEREUNDER OR THE CONSUMMATION OF THE TRANSACTIONS OR ANY OTHER TRANSACTIONS CONTEMPLATED HEREBY, (II) ANY LOAN OR THE USE OF THE PROCEEDS THEREFROM, (III) ANY ACTUAL OR ALLEGED PRESENCE OR RELEASE OF HAZARDOUS MATERIALS ON OR FROM ANY PROPERTY OWNED OR OPERATED BY ANY GRANTOR, OR ANY ENVIRONMENTAL LIABILITY RELATED IN ANY WAY TO ANY GRANTOR, OR (IV) ANY ACTUAL OR PROSPECTIVE CLAIM, LITIGATION, INVESTIGATION OR PROCEEDING RELATING TO ANY OF THE FOREGOING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO; PROVIDED THAT SUCH INDEMNITY SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH LOSSES, CLAIMS, DAMAGES, PENALTIES, LIABILITIES OR RELATED EXPENSES ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE. WITHOUT LIMITATION OF THE FOREGOING, IT IS THE INTENTION OF GUARANTOR AND GUARANTOR AGREES THAT THE FOREGOING INDEMNITIES SHALL APPLY TO EACH INDEMNITEE WITH RESPECT TO LOSSES, CLAIMS, DAMAGES, PENALTIES, LIABILITIES AND RELATED EXPENSES (INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION OR PREPARATION THEREFOR), WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH (AND/OR ANY OTHER) INDEMNITEE.

THE OBLIGATIONS AND LIABILITIES OF GUARANTOR UNDER THIS SECTION 21 SHALL NOT BE LIMITED OR RESTRICTED BY THE EXISTENCE OF, OR ANY TERMS OF, THE GUARANTY OF PAYMENT UNDER SECTION 2 OF THIS GUARANTEE AND SHALL SURVIVE THE PAYMENT AND PERFORMANCE IN FULL OF THE GUARANTEED OBLIGATIONS AND TERMINATION OF THIS GUARANTEE.

22. Amendments; Counterparts. This Guarantee may be amended only by an instrument in writing executed by Guarantor and acknowledged by Lender.

23. WAIVER OF JURY TRIAL. GUARANTOR HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING

TO THIS GUARANTY, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). GUARANTOR (A) CERTIFIES THAT NO REPRESENTATIVE OR OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THE LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SECTION.

24. **Limitation on Liability.** WITHOUT LIMITING ANY OTHER PROVISION OF THIS GUARANTEE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, GUARANTOR AGREES THAT IT SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST THE LENDER, (I) FOR ANY DAMAGES ARISING FROM THE USE BY OTHERS OF INFORMATION OR OTHER MATERIALS OBTAINED THROUGH TELECOMMUNICATIONS, ELECTRONIC OR OTHER INFORMATION TRANSMISSION SYSTEMS (INCLUDING THE INTERNET), OR (II) ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS GUARANTEE, ANY OTHER LOAN DOCUMENT, OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE TRANSACTIONS, ANY LOAN OR THE USE OF THE PROCEEDS THEREOF; PROVIDED THAT, NOTHING IN THIS PARAGRAPH SHALL RELIEVE GUARANTOR OF ANY OBLIGATION IT MAY HAVE TO INDEMNIFY AN INDEMNITEE AGAINST SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES ASSERTED AGAINST SUCH INDEMNITEE BY A THIRD PARTY.

25. **FINAL AGREEMENT.** THIS GUARANTEE AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

EXECUTED as of the first date herein set forth.

GUARANTOR:

GOM SHELF LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Exhibit 12

Form of Mortgages

(AL, LA, MS, TX)

PREPARED BY, AND WHEN RECORDED
OR FILED, PLEASE RETURN TO:

Hunton Andrews Kurth LLP
600 Travis, Suite 4200
Houston, Texas 77002
Attn: Harve Truskett
Phone: (713) 220-4532

MORTGAGE, DEED OF TRUST, ASSIGNMENT OF AS-EXTRACTED COLLATERAL,
SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT
(Standby Loan Agreement)

FROM

FIELDWOOD ENERGY I LLC
(Organizational ID: [_____])

Address: 2000 W. Sam Houston Pkwy S.
Suite 1600
Houston, TX 77042
Telephone No.: (713) 630-8914

AND

GOM SHELF LLC
(Organizational ID: 3250958)

Address: 2000 W. Sam Houston Pkwy S.
Suite 1600
Houston, TX 77042
Telephone No.: (713) 630-8914

TO

[_____] , TRUSTEE
Address: 2000 Post Oak Boulevard,
Suite 100
Houston, TX 77056
Telephone No.: (713) 296-6000

AND TO

APACHE CORPORATION,
as Collateral Agent
Address: 2000 Post Oak Boulevard,
Suite 100
Houston, TX 77056
Telephone No.: (713) 296-6000

A CARBON, PHOTOGRAPHIC, OR OTHER REPRODUCTION OF THIS INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT.

A POWER OF SALE HAS BEEN GRANTED IN THIS INSTRUMENT. IN CERTAIN STATES, A POWER OF SALE MAY ALLOW THE TRUSTEE OR THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS INSTRUMENT.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES.

THIS INSTRUMENT COVERS PROCEEDS OF MORTGAGED PROPERTY.

THIS INSTRUMENT COVERS MINERALS, AS EXTRACTED COLLATERAL AND OTHER SUBSTANCES OF VALUE THAT MAY BE EXTRACTED FROM THE EARTH (INCLUDING WITHOUT LIMITATION OIL AND GAS) AND THE ACCOUNTS RELATED THERETO, WHICH WILL BE FINANCED AT THE WELLHEADS OF THE WELL OR WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT A HERETO. THIS FINANCING STATEMENT IS TO BE FILED OR FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OR SIMILAR RECORDS OF THE RECORDERS OF THE COUNTIES OR PARISHES LISTED ON THE EXHIBITS HERETO AND IN THE UCC RECORDS OF ANY LOUISIANA PARISH. THE MORTGAGOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE AND IMMOVABLE PROPERTY CONCERNED, WHICH INTEREST IS DESCRIBED IN THE EXHIBITS ATTACHED HERETO.

PORTIONS OF THE MORTGAGED PROPERTY ARE GOODS THAT ARE OR ARE TO BECOME AFFIXED TO OR FIXTURES ON THE LAND DESCRIBED IN OR REFERRED TO IN THE EXHIBIT HERETO. THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD OR RECORDED, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OR SIMILAR RECORDS OF EACH COUNTY OR PARISH IN WHICH SAID LAND OR ANY PORTION THEREOF IS LOCATED OR WHICH IS ADJACENT TO THE OUTER CONTINENTAL SHELF AND IN THE UCC RECORDS OF ANY LOUISIANA PARISH. THE MORTGAGOR IS THE OWNER OF RECORD INTEREST IN THE REAL ESTATE CONCERNED. THIS INSTRUMENT IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS OR THE UCC RECORDS.

To the Chancery Clerk of the Judicial Districts of Mississippi Counties, if any, referred to on Exhibit A attached hereto: The real property described herein lies offshore within the reasonable projected seaward extension of the relevant county or parish boundary.

Line of Credit Mortgage. THIS MORTGAGE ALSO SECURES A LINE OF CREDIT AS DEFINED IN MISS. CODE ANN. § 89-1-49 SUCH THAT SATISFACTION OF RECORD SHALL ONLY BE ACCOMPLISHED AND EXTINGUISHMENT SHALL ONLY OCCUR AS PROVIDED IN SUBSECTION (5) OF MISS. CODE ANN. § 89-5-21.

THIS MORTGAGE, DEED OF TRUST, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT (this “Mortgage”) is entered into effective as of [_____, 20[●]] (the “Effective Date”) by Fieldwood Energy I LLC, a Texas limited liability company (“Fieldwood”), and GOM Shelf LLC, a Delaware limited liability company (“GOM” and collectively with Fieldwood, the “Mortgagor”), (i) in favor of [_____] as Trustee for the benefit of Apache Corporation, in its capacity as collateral agent for itself and the other Secured Parties (as such term is defined in the Loan Agreement), together with its successors and assigns in such capacity, the “Mortgagee”), for its benefit and the benefit of the other Secured Parties, and (ii) in favor of Mortgagee, for its benefit and the benefit of the other Secured Parties, in each case with respect to all Mortgaged Properties (as hereinafter defined) and with respect to all UCC Collateral (as hereinafter defined).

RECITALS

A. Fieldwood, GOM, and Apache Corporation, as the Lender (as such term is defined in the Loan Agreement) executed a Standby Loan Agreement dated as of [_____, 20[●]] (such agreement, as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) pursuant to which, upon the terms and conditions stated therein, the Lender agreed to make loans and other extensions of credit to the Mortgagor.

B. GOM is a wholly-owned subsidiary of Fieldwood.

C. The Loan Agreement, the Note (as such term is defined in the Loan Agreement) issued pursuant thereto, the other Loan Documents (as such term is defined in the Loan Agreement), the Decommissioning Agreement (as such term is defined in the Loan Agreement), and any other agreement, instrument, document, or certificate executed by the Buyer (as such term is defined in the Decommissioning Agreement) or its Affiliates and delivered to Mortgagee or its Affiliates under or in connection with the Decommissioning Agreement or transactions contemplated by the Decommissioning Agreement are collectively referred to herein as the “Secured Transaction Documents”.

D. The Mortgagee and the Secured Parties have conditioned their obligations under the Secured Transaction Documents upon the execution and delivery by the Mortgagor of this Mortgage, and the Mortgagor has agreed to enter into this Mortgage to secure all obligations owing to the Mortgagee and the Secured Parties under the Secured Transaction Documents.

THEREFORE, in order to comply with the terms and conditions of the Secured Transaction Documents and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby agrees as follows:

SECTION 1 DEFINITIONS

1.1. Terms Defined Above. As used in this Mortgage, each term defined above has the meaning indicated above.

1.2. UCC and Other Defined Terms. Each capitalized term used in this Mortgage and not defined in this Mortgage shall have the meaning ascribed to such term in the Loan Agreement. Any capitalized term not defined in either this Mortgage or the Loan Agreement shall have the meaning ascribed to such term in the Applicable UCC. The rules of construction and other interpretive provisions specified in Article I of the Loan Agreement and Section 8.11 of the Loan Agreement shall apply to this Mortgage, including terms defined in the preamble and recitals to this Mortgage.

1.3. Definitions.

“Applicable UCC” means the provisions of the Uniform Commercial Code presently in effect in the jurisdiction in which the relevant UCC Collateral is situated or that otherwise is applicable to the creation or perfection of the Liens described herein or the rights and remedies of Mortgagee under this Mortgage.

“Collateral” means collectively all the Mortgaged Property and all the UCC Collateral.

“Contractual Obligations” means, as to any Person, any provision of any security issued by such Person or of any agreement, undertaking, contract, indenture, mortgage, deed of trust or other instrument, document or agreement to which such Person is a party or by which it or any of its property is bound.

“Deed of Trust Properties” means that portion of the Mortgaged Property located in the States of Texas or Mississippi, or which are located within (or cover or relate to properties located within) the Outer Continental Shelf or other offshore area adjacent to the States of Texas or Mississippi over which the United States of America asserts jurisdiction and to which the laws of the States of Texas or Mississippi are applicable with respect to this Mortgage and/or the Liens or security interests created hereby.

“Event of Default” has the meaning ascribed to such term in Section 5.1.

“Fixture” means any Oil and Gas Property, fixtures or immovable properties which as a result of being incorporated into realty or structures or improvements located therein or thereon, with the intent that they remain there permanently, constitute fixtures or immovable properties under the laws applicable where such Oil and Gas Property is located.

“Future Advances” means future obligations and future advances that the Mortgagee or any Secured Party may make pursuant to any Secured Transaction Document.

“Hydrocarbon Interests” means all rights, titles, interests and estates now owned or hereafter acquired by the Mortgagor in and to the oil and gas leases, oil, gas and mineral leases, wellbore interests, and/or other liquid or gaseous hydrocarbon leases, mineral fee interests, overriding royalty and royalty interests, net profit interests and production payment interests, and other interests and estates and the lands and premises covered or affected thereby, including any reserved or residual interests of whatever nature, in each case, that are described on Exhibit A (or in any instrument or document described or referred to in Exhibit A).

“Hydrocarbons” means all oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined or separated therefrom and all other minerals that may be produced and saved from or attributable to the Oil and Gas Properties, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests or other properties constituting Oil and Gas Properties.

“Indemnified Parties” means the Trustee, the Mortgagee, each Secured Party and their Related Parties.

“Mortgaged Property” means the Oil and Gas Properties and other properties and assets described in Section 2.1(a) through Section 2.1(f).

“Obligations” has the meaning assigned to such term in Section 2.3.

“Oil and Gas Properties” means (a) the Hydrocarbon Interests; (b) the properties now or hereafter pooled or unitized with the Hydrocarbon Interests; (c) all presently existing or future unitization, communitization, pooling agreements and declarations of pooled units and the units created thereby (including without limitation all units created under orders, regulations and rules or other official acts of any Governmental Authority and units created solely among working interest owners pursuant to operating agreements or otherwise) that may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including, without limitation, production sharing contracts and agreements, production sales contracts, farmout agreements, farm-in agreements, area of mutual interest agreements, and equipment leases, described or referred to in this Mortgage or that relate to any of the Hydrocarbon Interests or interests in the Hydrocarbon Interests or the production, sale, purchase, exchange, processing, handling, storage, transporting or marketing of the Hydrocarbons from or attributable to such Hydrocarbon Interests; (e) all Hydrocarbons in and under and which may be produced and saved or attributable to the Hydrocarbon Interests, the lands pooled or unitized therewith and the Mortgagor’s interests therein, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests, the lands pooled or unitized therewith and the Mortgagor’s interests therein; and (f) all tenements, hereditaments, appurtenances and properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests, the rights, titles, interests and estates described or referred to above, that are now owned or that are hereafter acquired by the Mortgagor, including, without limitation, any and all property, real or personal, immovable or moveable, now owned or hereinafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or property or the lands pooled or unitized therewith, including any and all oil wells, gas wells, injection wells or other wells, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, gas processing plants, pipeline systems, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements, servitudes, licenses and other surface and subsurface rights, together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing.

“Other Mortgaged Properties” means that portion of the Mortgaged Property

located in the States of Alabama or Louisiana, or which are located within (or cover or relate to properties located within) the Outer Continental Shelf or other offshore area adjacent to the States of Alabama or Louisiana over which the United States of America asserts jurisdiction and to which the laws of the States of Alabama or Louisiana are applicable with respect to this Mortgage and/or the Liens or security interests created hereby.

“Permitted Encumbrances” means “Permitted Liens” as such term is defined in the Loan Agreement.

“Termination Date” shall mean the date on which all Obligations are paid or, as applicable, performed in full.

“Trustee” means [] of Apache Corporation whose address for notice hereunder is c/o Apache Corporation, 2000 Post Oak Boulevard, Suite 100, Houston, TX 77056, and any successors and substitutes in trust hereunder.

“UCC Collateral” means the property and other assets described in Section 2.2.

SECTION 2 GRANT OF LIEN AND OBLIGATIONS

2.1. Grant of Liens. To secure payment of the Obligations when due, the Mortgagor does by these presents hereby:

GRANT, BARGAIN, SELL, WARRANT, MORTGAGE, ASSIGN, TRANSFER, PLEDGE, HYPOTHECATE and CONVEY to the Trustee WITH A POWER OF SALE, for the use and benefit of the Mortgagee and the Secured Parties, all of the following properties, rights and interests relating to the Deed of Trust Properties; and

GRANT, BARGAIN, SELL, CONVEY, MORTGAGE, ASSIGN, WARRANT, PLEDGE AND HYPOTHECATE to Mortgagee, with mortgage covenants, and upon the statutory mortgage condition for the breach of which this Mortgage may be subject to foreclosure as provided by law, and grant to Mortgagee a POWER OF SALE (pursuant to this Mortgage and applicable law) with respect to, all of the following properties, rights and interests relating to the Other Mortgaged Properties:

(a) All rights, titles, interests and estates now owned or hereafter acquired by the Mortgagor in and to the Oil and Gas Properties.

(b) All rights, titles, interests and estates now owned or hereafter acquired by the Mortgagor in and to all geological, geophysical, engineering, accounting, title and other technical or business data concerning the Oil and Gas Properties or the Hydrocarbons, and all books, files, records, magnetic media, computer records and other forms of recording or obtaining access to such data.

(c) All rights, titles, interests and estates now owned or hereafter acquired by the Mortgagor in and to all Hydrocarbons.

(d) Any property that may from time to time hereafter, by delivery or by writing of any kind, be subjected to the Liens hereof by the Mortgagor or by anyone on the Mortgagor's behalf; and the Trustee and/or the Mortgagee are hereby authorized to receive the same at any time as additional security hereunder.

(e) All of the rights, titles and interests of every nature whatsoever now owned or hereafter acquired by the Mortgagor in and to the Oil and Gas Properties and all other rights, titles, interests and estates and every part and parcel thereof, including, without limitation, any rights, titles, interests and estates as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or Permitted Encumbrances to which any of such Oil and Gas Properties or other rights, titles, interests or estates are subject or otherwise; all rights of the Mortgagor to Liens securing payment of proceeds from the sale of production from any of such Oil and Gas Properties, together with any and all renewals and extensions of any of such related rights, titles, interests or estates; all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described or mentioned above; and any and all additional interests of any kind hereafter acquired by the Mortgagor in and to such related rights, titles, interests or estates.

(f) All of the Mortgagor's rights, titles and interests in and to all surface fees and fee estates described in Exhibit A (or in any instrument or document described or referred to in Exhibit A), if any, compressor sites, settling ponds, equipment or pipe yards, office sites and all property and fixtures located thereon, whether such surface fees, fee estates, compressor sites, settling ponds, equipment or pipe yards, office sites, office buildings, fee simple estates, leasehold estates or otherwise, together with all present and future rights, titles, easements and estates now owned or hereafter acquired by the Mortgagor under or in connection with such interest.

TO HAVE AND TO HOLD (i) the Deed of Trust Properties unto Trustee, and its successors or substitutes in this trust, and to its or their successors and assigns, in trust, for the benefit of the Mortgagee, as agent for the Mortgagee and Secured Parties, however, upon the terms, provisions and conditions herein set forth, and (ii) the Other Mortgaged Properties unto Mortgagee, and Mortgagee's successors and assigns, for the ratable benefit of the Mortgagee and Secured Parties, upon the terms, provisions and conditions herein set forth.

It is the intention of the Mortgagor and the Mortgagee herein to cover and affect hereby all interests that the Mortgagor may now own or may hereafter acquire in and to the interests and Oil and Gas Properties described on Exhibit A (or in any instrument or document described or referred to in Exhibit A), even though the Mortgagor's interests or the property be incorrectly described on Exhibit A (or in any instrument or document described or referred to in Exhibit A) or a description of a part or all of the interests or property described on Exhibit A (or in any instrument or document described or referred to in Exhibit A) or the Mortgagor's interests therein be omitted, and notwithstanding that the interests as specified on Exhibit A (or in any instrument or document described or referred to in Exhibit A) may be limited to particular lands, specified depths or particular types of property interests.

2.2. Grant of Security Interest. To further secure payment of the Obligations when due, the Mortgagor hereby grants to the Mortgagee, for its benefit and the benefit of the Secured Parties, a security interest in and to all of the following (whether now or hereafter acquired by operation of law or otherwise):

(a) all As-Extracted Collateral from or attributable to the Oil and Gas Properties;

(b) all Fixtures on the Mortgaged Property described or to which reference is made herein or on Exhibit A; and

(c) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security, guarantees and other Supporting Obligations given with respect to any of the foregoing.

2.3. Obligations. This Mortgage is executed and delivered by the Mortgagor to secure the payment and performance when due of the following (the "Obligations"):

(a) the Secured Obligations;

(b) all sums advanced or costs or expenses incurred by Mortgagee, any of the Secured Parties, or the Related Parties of the Mortgagee or such Secured Party (whether by it directly or on its behalf by the Trustee), which are made or incurred pursuant to, or allowed by, the terms of this Mortgage plus interest thereon from the date of the advance or incurrence until reimbursement of Mortgagee, such Secured Party, or such Related Party charged at a per annum rate equal to the maximum nonusurious interest rate under applicable law; and

(c) all renewals, extensions, modifications, amendments, rearrangements and substitutions of all or any part of the above whether or not Mortgagor or any other obligor thereof executes any agreement or instrument.

2.4. Fixture Filing, Etc. Without in any manner limiting the generality of any of the other provisions of this Mortgage: (i) some portions of the goods described or to which reference is made herein are or are to become Fixtures on the land described or to which reference is made herein or on Exhibit A; (ii) the security interests created hereby under applicable provisions of the Applicable UCC will attach to all As-Extracted Collateral and all other Hydrocarbons; (iii) this Mortgage is to be filed of record in the real estate records or other appropriate records as a financing statement; and (iv) the Mortgagor is the record owner of the real estate or interests in the real estate or immoveable property comprised of the Mortgaged Property.

2.5. Pro Rata Benefit. This Mortgage is executed and granted for the pro rata benefit and security of the Mortgagee and the Secured Parties to secure the Obligations for so long as same remains unsatisfied or unpaid, as applicable, and thereafter until the Termination Date.

2.6. Excluded Properties. Notwithstanding anything herein to the contrary, in no event shall the Mortgaged Property include, and the Mortgagor shall not be deemed to have granted a Lien under this Mortgage in, any of the Mortgagor's right, title or interest in any of the following property but only to the extent such property constitutes personal property (collectively, "Excluded

Property”), and for the avoidance of doubt, Excluded Property shall not include real or immovable property, including the Hydrocarbon Interests, Hydrocarbons, or As-Extracted Collateral or Fixtures:

(a) any permit or license or any Contractual Obligation of Mortgagor (i) that prohibits or requires the consent of any Person other than Mortgagor or any Affiliate of Mortgagor which has not been obtained as a condition to the creation by Mortgagor of a Lien on any right, title, or interest in such permit, license, or Contractual Obligation or (ii) to the extent that any Requirement of Law applicable thereto prohibits the creation of a Lien thereon, but only to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the Applicable UCC or any other Requirement of Law; provided, however, Excluded Property shall not include any proceeds, products, substitutions, or replacements of Excluded Property (unless such proceeds, products, substitutions, or replacements would otherwise constitute Excluded Property); or

(b) any personal property constituting “Excluded Property” as such term is defined in the Security Agreement.

2.7. Maturity. The Obligations have a maximum maturity date of the tenth (10th) anniversary of the Effective Date, subject to the terms and conditions of the Loan Agreement, including without limitation, (a) Lender’s right to decline to extend the maturity date of the Obligations beyond the fifth (5th) anniversary date of the Effective Date and each such anniversary date thereafter, (b) earlier termination of the Decommissioning Agreement, and (c) rights of acceleration or prepayment.

2.8. Loans; Maximum Amount.

(a) As to all Mortgaged Property, including without limitation, such Mortgaged Property located in the State of Louisiana, or located within the offshore area over which the United States of America asserts jurisdiction and to which the laws of such State are applicable, the Obligations secured by such Mortgaged Property shall not, at any time or from time to time, exceed an aggregate maximum amount of \$2,000,000,000.

(b) As to all other Mortgaged Property the Mortgagor declares that the principal amount of all loans that the Lender has committed to advance on the date hereof shall not exceed \$200,000,000, as such amount may be increased with Lender’s approval pursuant to the Loan Agreement to \$400,000,000.

SECTION 3 ASSIGNMENT OF AS-EXTRACTED COLLATERAL

3.1. Assignment.

(a) The Mortgagor has absolutely and unconditionally assigned, transferred, conveyed and granted a security interest, and does hereby absolutely and unconditionally assign, transfer, convey and grant a security interest, to the Mortgagee, for its benefit and the benefit of the Secured Parties in and to the property described in Sections 2.1 and 2.2, including, without

limitation, all of its As-Extracted Collateral from or attributable to the Oil and Gas Properties and all of the revenue and proceeds now and hereafter attributable to such Oil and Gas Properties.

(b) If an Event of Default shall occur and only for so long as such event shall be continuing, after written notice is provided to the Mortgagor by the Mortgagee, and to the extent permitted by applicable law:

(i) All Hydrocarbons and products thereof shall be delivered into pipe lines connected with the Mortgaged Property, or to the purchaser thereof, to the credit of the Mortgagee, for its benefit and the benefit of the Secured Parties and all such revenues and proceeds thereof shall be paid directly to the Mortgagee, at its offices as designated by Mortgagee from time to time, with no duty or obligation of any party paying the same to inquire into the rights of the Mortgagee to receive the same, what application is made thereof, or as to any other matter;

(ii) The Mortgagor agrees to perform all such acts, and to execute all such further assignments, transfers and division orders and other instruments as may be reasonably required or desired by the Mortgagee, after receipt of a written request from the Mortgagee, in order to have said proceeds and revenues so paid to the Mortgagee and, in addition to any and all rights of a secured party under Sections 9-607 and 9-609 of the Applicable UCC, the Mortgagee is fully authorized to receive and receipt for said revenues and proceeds, to endorse and cash any and all checks and drafts payable to the order of the Mortgagor or the Mortgagee for the account of the Mortgagor received from or in connection with said revenues or proceeds and to hold the proceeds thereof in a Deposit Account of the Mortgagee, Secured Party, or any Related Party at an acceptable commercial bank at Mortgagee's selection as additional collateral securing the Obligations, and to execute transfer and division orders in the name of the Mortgagor, or otherwise, with warranties binding the Mortgagor (all proceeds received by the Mortgagee pursuant to this grant and assignment shall be applied as provided in Section 5.14);

(iii) The Mortgagee shall not be liable for any delay, neglect or failure to effect collection of any proceeds or to take any other action in connection therewith or hereunder, but the Mortgagee shall have the right, at its election after written notice is provided to the Mortgagor, in the name of the Mortgagor or otherwise, to prosecute and defend any and all actions or legal proceedings deemed advisable by the Mortgagee in order to collect such funds and to protect the interests of the Mortgagee and/or the Mortgagor, with all costs, expenses and attorneys' fees incurred in connection therewith being paid by the Mortgagor; and

(iv) The Mortgagor hereby appoints the Mortgagee as its attorney-in-fact to pursue any and all rights of the Mortgagor to Liens in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons, which power of attorney shall be coupled with an interest and shall be irrevocable until the Termination Date.

(c) The Mortgagor does hereby specifically agree that third-parties shall be entitled to rely, and shall be fully protected in relying, upon any written notice by the Mortgagee that an Event of Default has occurred and is continuing for the purposes of clause (b) above.

3.2. No Modification of Payment Obligations. Nothing herein contained shall modify or otherwise alter the obligation of the Mortgagor to make prompt payment of all amounts

constituting Obligations when and as the same become due regardless of whether the proceeds of the As-Extracted Collateral and Hydrocarbons are sufficient to pay the same and the rights provided in accordance with the foregoing assignment provision shall be cumulative of all other security of any and every character now or hereafter existing to secure payment of the Obligations. Nothing in Section 3.1 or this Section 3.2 is intended to be an acceptance of Collateral in satisfaction of the Obligations.

SECTION 4 REPRESENTATIONS, WARRANTIES AND COVENANTS

The Mortgagor hereby represents, warrants and covenants as follows:

4.1. Title. The Mortgagor has good and defensible title to and is possessed of the Hydrocarbon Interests and has good title to the UCC Collateral. The Collateral is free of all Liens except Permitted Encumbrances.

4.2. Defend Title. This Mortgage is, and always will be kept, as a first priority Lien upon the Collateral, subject to the Permitted Encumbrances. The Mortgagor will not create or suffer to be created or permit to exist any Lien, security interest or charge prior or junior to or on a parity with the Lien of this Mortgage upon the Collateral or any part thereof other than Permitted Encumbrances. Subject to any Permitted Encumbrances, the Mortgagor will warrant and defend the title to the Collateral against the claims and demands of all other Persons whomsoever and will maintain and preserve the Lien created hereby (and its priority) until the Termination Date. If (i) an adverse claim be made against or a cloud develop upon the title to any part of the Collateral other than a Permitted Encumbrance or (ii) any Person shall challenge the priority or validity of the Liens created by this Mortgage, then the Mortgagor agrees to defend immediately against such adverse claim or take appropriate action to remove such cloud, in each case, at the Mortgagor's sole cost and expense. The Mortgagor further agrees that the Trustee and/or the Mortgagee may take such other action as they deem advisable to protect and preserve their interests in the Collateral, and in such event the Mortgagor will indemnify the Trustee and/or the Mortgagee against any and all cost, attorneys' fees and other expenses that they may incur in defending against any such adverse claim or taking action to remove any such cloud. For the avoidance of doubt, Section 4.1 and this Section 4.2 shall not restrict, and are subject to, any disposition permitted by the Loan Agreement.

4.3. Not a Foreign Person. The Mortgagor is not a "foreign person" within the meaning of the Code, Sections 1445 and 7701 (i.e., the Mortgagor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder).

4.4. Excluded Properties. Except as set forth on Schedule 4.4, the Mortgagor does not own or have any right, title, or interest in any Excluded Property.

SECTION 5 RIGHTS AND REMEDIES

5.1. Event of Default. An Event of Default under the Loan Agreement shall be an "Event of Default" under this Mortgage.

5.2. Foreclosure and Sale.

(a) If an Event of Default shall occur and be continuing, to the extent provided by applicable Requirement of Law, the Mortgagee shall have the right and option to proceed with foreclosure by directing the Trustee to proceed with foreclosure and to sell all or any portion of such Mortgaged Property at one or more sales, as an entirety or in parcels, at such place or places in otherwise such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Mortgagee may deem appropriate, and to make conveyance to the purchaser or purchasers. Where the Mortgaged Property is situated in (or adjacent to, in the case of offshore properties) more than one jurisdiction, notice as above provided shall be posted and filed in all such jurisdictions (if such notices are required by law), and all such Mortgaged Property may be sold in any such jurisdiction and any such notice shall designate the jurisdiction where such Mortgaged Property is to be sold. Nothing contained in this Section 5.2 shall be construed so as to limit in any way any rights to sell the Mortgaged Property or any portion thereof by private sale if and to the extent that such private sale is permitted under the Requirement of Law of the applicable jurisdiction or by public or private sale after entry of a judgment by any court of competent jurisdiction so ordering. The Mortgagor hereby irrevocably appoints, effective upon the occurrence and during the continuance of an Event of Default, the Trustee and the Mortgagee, with full power of substitution, to be the attorney-in-fact of the Mortgagor and in the name and on behalf of the Mortgagor to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices that the Mortgagor ought to execute and deliver and do and perform any and all such acts and things that the Mortgagor ought to do and perform under the covenants herein contained and generally, to use the name of the Mortgagor in the exercise of all or any of the powers hereby conferred on the Trustee and/or the Mortgagee. At any such sale: (i) whether made under the power herein contained or any other legal enactment, or by virtue of any judicial proceedings or any other legal right, remedy or recourse, it shall not be necessary for the Trustee or the Mortgagee, as appropriate, to have physically present, or to have constructive possession of, the Mortgaged Property (the Mortgagor hereby covenanting and agreeing to deliver any portion of the Mortgaged Property not actually or constructively possessed by the Trustee or the Mortgagee immediately upon the Mortgagee's demand) and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale, (ii) each instrument of conveyance executed by the Trustee or the Mortgagee shall contain a special warranty of title, binding upon the Mortgagor and its successors and assigns, (iii) each and every recital contained in any instrument of conveyance made by the Trustee or the Mortgagee shall conclusively establish the truth and accuracy of the matters recited therein, including, without limitation, nonpayment of the Obligations, advertisement and conduct of such sale in the manner provided herein and otherwise by law and appointment of any successor trustee hereunder, (iv) any and all prerequisites to the validity thereof shall be conclusively presumed to have been performed, (v) the receipt of the Trustee, Mortgagee or of such other party or officer making the sale shall be a sufficient discharge to the purchaser or purchasers for its purchase money and no such purchaser or purchasers, or its assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money, or be in any way answerable for any loss, misapplication or nonapplication thereof, (vi) to the fullest extent permitted by law, the Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against the Mortgagor, and against any and all other persons claiming or to claim the property sold or any part thereof, by,

through or under the Mortgagor, and (vii) to the extent and under such circumstances as are permitted by law, the Mortgagee may be a purchaser at any such sale, and shall have the right, after paying or accounting for all costs of said sale or sales, to credit the amount of the bid upon the amount of the Obligations (in the order of priority set forth in Section 5.14) in lieu of cash payment.

(b) If an Event of Default shall occur and be continuing, then (i) the Mortgagee shall be entitled to all of the rights, powers and remedies afforded a secured party by the Applicable UCC with reference to the UCC Collateral and/or (ii) the Trustee or the Mortgagee may proceed as to any Collateral in accordance with the rights and remedies granted under this Mortgage or applicable law in respect of the Collateral. Such rights, powers and remedies shall be cumulative and in addition to those granted to the Trustee or the Mortgagee under any other provision of this Mortgage or under any other Loan Document or Secured Transaction Document. Written notice mailed to the Mortgagor as provided herein at least ten (10) days prior to the date of public sale of any part of the Collateral that is personal property subject to the provisions of the Applicable UCC, or prior to the date after which private sale of any such part of the Collateral will be made, shall constitute reasonable notice.

(c) Cumulative of the foregoing and the other provisions of this Section 5.2:

(i) State of Texas: As to any portion of the Deed of Trust Properties located in the State of Texas (or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of such state are applicable with respect to this Mortgage and/or the Liens or security interests created hereby), such sales of all or any part of such Deed of Trust Properties shall be conducted within any county (whether or not the counties in which such Deed of Trust Properties are located are contiguous) in the State of Texas in which any part of such Deed of Trust Properties is situated or which lies shoreward of any Deed of Trust Property (i.e., to the extent a particular Deed of Trust Mortgaged Property lies offshore within the reasonable projected seaward extension of the relevant county boundary), in accordance with the provisions of Chapter 51 of the Texas Property Code (or any successor statutes of the State of Texas then in force governing sales of real estate under powers conferred by deed of trust), after having given notice of such sale in accordance with such statutes.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW TRUSTEE TO TAKE THE MORTGAGED PROPERTIES AND SELL THEM WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON A DEFAULT BY MORTGAGOR UNDER THIS MORTGAGE.

(ii) State of Louisiana: As to any portion of the Other Mortgaged Properties located in the State of Louisiana (or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of such state are applicable with respect to this Mortgage and/or the Liens or security interests created hereby), Mortgagee may foreclose this Mortgage by executory process, or any other process, subject to, and on the terms and conditions required or permitted by, applicable law, and shall have the right to appoint a keeper of such Other Mortgaged Properties. Solely for purposes of Louisiana executory process, Mortgagor acknowledges the Obligations, whether now existing or to arise hereafter, and for

Mortgagor, Mortgagor's personal representatives, successors and assigns, hereby confesses judgment for the full amount of the Obligations in favor of the Mortgagee for the benefit of the Mortgagee and Secured Parties. Mortgagor further agrees that Mortgagee may cause all or any part of the applicable Other Mortgaged Properties to be seized and sold after due process of law, Mortgagor waiving the benefit of all laws or parts of laws relative to the appraisal of property seized and sold under executory process or other legal process, and consenting that all or any part of such Other Mortgaged Properties may be sold without appraisal, either in its entirety or in lots and parcels, as Mortgagee may determine, to the highest bidder for cash or on such terms as the plaintiff in such proceedings may direct. Mortgagor hereby waives (i) the benefit of appraisal provided for in articles 2332, 2336, 2723, and 2724 of the Louisiana Code of Civil Procedure and all other laws conferring the same; (ii) the notice of seizure provided for in articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (iii) the three (3) days delay provided for in articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (iv) all other laws providing rights of notice, demand, appraisal, or delay. Mortgagor expressly authorizes and agrees that Mortgagee shall have the right to appoint a keeper of such Other Mortgaged Properties pursuant to the terms and provisions of La. R.S. 9:5131 et seq. and La. R.S. 9:5136 et seq., which keeper may be Mortgagee, any agent or employee thereof, or any other person, firm, or corporation. Compensation for the services of the keeper is hereby fixed at five percent (5%) of the amount due or sued for or claimed or sought to be protected, preserved, or enforced in the proceeding for the recognition or enforcement of this Mortgage and shall be secured by the Liens and security interests of this Mortgage.

(iii) State of Mississippi: As to any portion of the Deed of Trust Properties located in the State of Mississippi (or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of such state are applicable with respect to this Mortgage and/or the Liens or security interests created hereby), any sale of any part of such Deed of Trust Properties shall be made after having published notice of the day, time, place and terms of sale in a newspaper published in the county in which the Deed of Trust Property is situated or which lies shoreward of such Deed of Trust Properties (i.e. to the extent a particular Deed of Trust Property lies offshore within the reasonable projected seaward extension of the relevant county boundary), or, if none is so published, in some paper having a general circulation therein, for three consecutive weeks preceding the date of sale; and by posting one notice of such sale at the courthouse of such county for said period of time. Trustee shall have the power to select the county or judicial district in which the sale shall be made, newspaper advertisement published, and notice of sale posted in the event the Deed of Trust Property is located in, or lies seaward from, more than one county or in two judicial districts in the same county. Trustee in said trust shall have the full power to fix the day, time, place and terms of sale and may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Trustee, including the posting of notices in the conduct of the sale but in the name of and on behalf of Trustee, his substitute or successor. In connection with the foregoing, Mortgagor waives the provisions of Section 89-1-55 of the Mississippi Code of 1972, recompiled and laws amendatory thereto, if any, as far as said section restricts the right of Trustee to offer at sale more than 160 acres at one time and Trustee may, in his discretion, offer the Mortgaged Property as a whole or in such part or parts as he may deem desirable regardless of the manner in which it may be described. Any sale made by Trustee hereunder may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. Mortgagor also waives the provisions of Section 89-1-59 of the Mississippi Code of 1972,

recompiled and laws amendatory thereto, insofar as said section allows Mortgagor to reinstate an accelerated debt. Subject to the requirement under Section 89-5-45 of the Mississippi Code of 1972 which requires that an appointment be recorded prior to the commencement of foreclosure proceedings, if Trustee shall have given notice of sale hereunder, any successor or substitute Trustee thereafter appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor or substitute Trustee conducting the sale.

(iv) State of Alabama: As to any portion of the Other Mortgaged Properties located in the State of Alabama (or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of such state are applicable with respect to this Mortgage and/or the Liens or security interests created hereby), expenses of retaking, holding, preparing for sale, selling or the like shall be borne by Mortgagor and shall include Mortgagee's attorney's fees and legal expenses, all of which shall be secured by this Mortgage. Upon the occurrence of an Event of Default, Mortgagee shall have the right to cause any of the Other Mortgaged Properties which are subject to the security interest of Mortgagee hereunder to be sold at any one or more public or private sales as permitted by applicable law. Any such disposition may be conducted by an employee or agent of the Mortgagee. Any person, including Mortgagor or Mortgagee, shall be eligible to purchase any part or all of such property at any such sale. Mortgagee shall give Mortgagor at least five (5) days' prior written notice of the time and place of any public sale or other disposition of such property or of the time of or after which any private sale or other intended disposition is to be made, and if such notice is sent to the Mortgagor as provided for the mailing of notices herein, it is hereby deemed that such notice shall be and is reasonable notification to Mortgagor. Notwithstanding any contrary provision in this Mortgage, the Decommissioning Agreement, or any of the other Secured Transaction Documents, if an Event of Default shall have occurred, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in the case of past-due mortgages; and the Mortgagee shall be authorized to take possession of the Other Mortgaged Property and, after giving at least twenty-one (21) days' notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Other Mortgaged Property is situated or which lies shoreward of such Other Mortgaged Property (i.e. to the extent a particular Other Mortgaged Property lies offshore within the reasonable projected seaward extension of the relevant county boundary), to sell the Other Mortgaged Property in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of such sale as specified herein. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this Mortgage and may purchase the Other Mortgaged Properties if the highest bidder therefor. At the foreclosure sale the Other Mortgaged Properties may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect. The power of sale granted herein is a continuing power and shall not be fully exercised until all of the Other Mortgaged Properties not previously sold shall have been sold or all of the secured indebtedness and other obligations secured hereby have been satisfied in full.

5.3. Substitute Trustees and Agents. The Trustee or Mortgagee may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by the Trustee or Mortgagee, including the posting of notices and the conduct of sale, but in the name and on behalf of the Trustee or Mortgagee. If the Trustee or Mortgagee shall have given notice of sale hereunder, any successor or substitute trustee or mortgagee agent thereafter

appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor or substitute trustee or mortgagee agent conducting the sale.

5.4. Judicial Foreclosure; Receivership. Upon the occurrence of and during the continuance of an Event of Default, the Mortgagee shall have the right and power to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Collateral under the judgment or decree of any court or courts of competent jurisdiction, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Collateral under the order of a court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy.

5.5. Foreclosure for Installments. Upon the occurrence of and during the continuance of an Event of Default, the Mortgagee shall also have the option to proceed with foreclosure in satisfaction of any installments of the Obligations that have not been paid when due either through the courts or by directing the Trustee to proceed with foreclosure in satisfaction of the matured but unpaid portion of the Obligations as if under a full foreclosure, conducting the sale as herein provided and without declaring the entire principal balance and accrued interest and other Obligations then due; such sale may be made subject to the unmatured portion of the Obligations, and any such sale shall not in any manner affect the unmatured portion of the Obligations, but as to such unmatured portion of the Obligations this Mortgage shall remain in full force and effect just as though no sale had been made hereunder. It is further agreed that upon the occurrence of and during the continuance of an Event of Default, several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Obligations, it being the purpose hereof to provide for a foreclosure and sale of the security for any matured portion of the Obligations without exhausting the power to foreclose and sell the Mortgaged Property for any subsequently maturing portion of the Obligations.

5.6. Separate Sales. Upon the occurrence of and during the continuance of an Event of Default, the Collateral may be sold in one or more parcels and to the extent permitted by applicable Requirement of Law in such manner and order as the Mortgagee, in its sole discretion, may elect, it being expressly understood and agreed that the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

5.7. Possession of Mortgaged Property. If an Event of Default shall have occurred and be continuing, then, to the extent permitted by applicable law, the Trustee or the Mortgagee shall have the right and power to enter into and upon and take possession of all or any part of the Collateral in the possession of the Mortgagor, its successors or assigns, or its or their agents or servants, and may exclude the Mortgagor, its successors or assigns, and all persons claiming under the Mortgagor, and its or their agents or servants wholly or partly therefrom; and, holding the same, the Mortgagee may use, administer, manage, operate and control the Collateral and conduct the business thereof to the same extent as the Mortgagor, its successors or assigns, might at the time do and may exercise all rights and powers of the Mortgagor, in the name, place and stead of the Mortgagor, or otherwise as the Mortgagee shall deem best.

5.8. Occupancy After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale the Mortgagor or the Mortgagor's heirs, devisees, representatives, successors or assigns or any other person claiming any interest in the Collateral by, through or under the Mortgagor, are occupying or using the Mortgaged Property or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either the landlord or tenant, or at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; to the extent permitted by applicable law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the Mortgaged Property (such as an action for forcible entry and detainer) in any court having jurisdiction. Furthermore, notice of termination by the Trustee or the Mortgagee to the Mortgagor shall be deemed to be written demand for the premises pursuant to Ala. Code Section 6-5-233.

5.9. Remedies Cumulative, Concurrent and Nonexclusive. Every right, power, privilege and remedy herein given to the Trustee or the Mortgagee shall be cumulative and in addition to every other right, power and remedy herein specifically given or now or hereafter existing in equity, at law or by statute (including specifically those granted by the Applicable UCC in effect and applicable to the Collateral or any portion thereof). Each and every right, power, privilege and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by the Trustee or the Mortgagee, and the exercise, or the beginning of the exercise, or the abandonment, of any such right, power, privilege or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter any other right, power, privilege or remedy. No delay or omission by the Trustee or the Mortgagee or any Secured Party in the exercise of any right, power or remedy shall impair any such right, power, privilege or remedy or operate as a waiver thereof or of any other right, power, privilege or remedy then or thereafter existing.

5.10. Discontinuance of Proceedings. If the Trustee or the Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under any Loan Document or Secured Transaction Document or available at law and shall thereafter elect to discontinue or abandon same for any reason, then it shall have the unqualified right so to do and, in such an event, the parties shall be restored to their former positions with respect to the Obligations, this Mortgage, the Loan Agreement, the Collateral and otherwise, and the rights, remedies, recourses and powers of the Trustee and the Mortgagee, as applicable, shall continue as if same had never been invoked.

5.11. No Release of Obligations. Neither the Mortgagor nor any other Person hereafter obligated for payment of all or any part of the Obligations shall be relieved of such obligation, to the extent the Obligations remain due and owing, by reason of: (a) the release, regardless of consideration, of the Mortgaged Property or any portion thereof or interest therein or the addition of any other property to the Mortgaged Property; (b) any agreement or stipulation between any subsequent owner of the Mortgaged Property and the Mortgagee extending, renewing, rearranging or in any other way modifying the terms of this Mortgage without first having obtained the consent of, given notice to or paid any consideration to the Mortgagor or such other Person, and in such

event the Mortgagor and all such other Persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by the Mortgagee; or (c) by any other act or occurrence save and except upon the Termination Date.

5.12. Release of and Resort to Collateral. The Mortgagee may release, regardless of consideration, any part of the Collateral without, as to the remainder, in any way impairing, affecting, subordinating or releasing the Lien created in or evidenced by this Mortgage or its stature as a prior Lien, in and to the Collateral, provided that Permitted Encumbrances may exist, and without in any way releasing or diminishing the liability of any Person liable for the repayment of the Obligations. For payment of the Obligations, the Mortgagee may resort to any other security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect.

5.13. Waiver of Redemption, Notice and Marshalling of Assets, Etc. To the fullest extent permitted by law, the Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefits that might accrue to the Mortgagor by virtue of any present or future moratorium law or other law exempting the Collateral from attachment, levy or sale on execution or providing for any appraisement, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment and (b) any right to a marshalling of assets or a sale in inverse order of alienation. If any law referred to in this Mortgage and now in force, of which the Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall thereafter be deemed not to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof. If the laws of any state that provides for a redemption period do not permit the redemption period to be waived, the redemption period shall be specifically reduced to the minimum amount of time allowable by statute.

5.14. Application of Proceeds. The proceeds of any sale of the Mortgaged Property or any part thereof and all other monies received in any proceedings for the enforcement hereof or otherwise, whose application has not elsewhere herein been specifically provided for, shall be applied:

(a) First, to the payment of all reasonable expenses incurred by the Trustee or the Mortgagee incident to the enforcement of this Mortgage, the Loan Agreement, or any other Loan Document or Secured Transaction Document to collect any portion of the Obligations, including expenses of any entry or taking of possession, of any sale, of advertisement thereof, and of conveyances, and court costs, compensation of agents and employees, a reasonable commission to the Trustee acting and reasonable legal fees, and to the payment of all other reasonable charges, expenses, liabilities and advances incurred or made by the Trustee or the Mortgagee under this Mortgage or in executing any trust or power hereunder; and

(b) Second, as set forth in the Loan Agreement.

5.15. Resignation of Operator. In addition to all rights and remedies under this Mortgage, at law and in equity, if any Event of Default shall occur and be continuing and the Trustee or the Mortgagee shall exercise any remedies under this Mortgage with respect to any portion of the Mortgaged Property (or the Mortgagor shall transfer any Mortgaged Property “in lieu of”

foreclosure) whereupon the Mortgagor is divested of its title to any of the Collateral, the Mortgagee shall have the right to request that any operator of any Mortgaged Property that is either the Mortgagor or any Affiliate of the Mortgagor to resign as operator under the joint operating agreement applicable thereto, and no later than 60 days after receipt by the Mortgagor of any such request, the Mortgagor shall resign (or, to the extent it is able to do so, cause such other Person to resign) as operator of such Collateral.

5.16. Indemnity. THE INDEMNIFIED PARTIES SHALL NOT BE LIABLE, IN CONNECTION WITH ANY ACTION TAKEN, FOR ANY LOSS SUSTAINED BY THE MORTGAGOR RESULTING FROM AN ASSERTION THAT THE MORTGAGEE HAS RECEIVED FUNDS FROM THE PRODUCTION OF HYDROCARBONS CLAIMED BY THIRD PERSONS OR ANY ACT OR OMISSION OF ANY INDEMNIFIED PARTY IN ADMINISTERING, MANAGING, OPERATING, OR CONTROLLING THE MORTGAGED PROPERTY **INCLUDING SUCH LOSS THAT MAY RESULT FROM THE ORDINARY NEGLIGENCE OF AN INDEMNIFIED PARTY** UNLESS SUCH LOSS IS CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE INDEMNIFIED PARTY SEEKING INDEMNITY OR ANY OF ITS RELATED PARTIES. NO INDEMNIFIED PARTY SHALL BE OBLIGATED TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY, OR LIABILITY OF THE MORTGAGOR. EACH OF FIELDWOOD AND GOM AGREES TO PAY, SHALL INDEMNIFY THE INDEMNIFIED PARTIES FROM, AND HOLDS EACH OF THEM HARMLESS AGAINST, ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES, PENALTIES, JUDGEMENTS, DISBURSEMENTS, COSTS, AND EXPENSES (INCLUDING ATTORNEYS', AUDITORS', AND ACCOUNTANTS' FEES) TO WHICH ANY OF THEM MAY BECOME SUBJECT WHICH DIRECTLY OR INDIRECTLY ARISE FROM OR RELATE TO PREPARATION, EXECUTION, AND DELIVERY OF THIS MORTGAGE, TO THE EXTENT THE MORTGAGOR WOULD BE REQUIRED TO DO SO PURSUANT TO (i) SECTION 8.03 OF THE LOAN AGREEMENT, (ii) THE DECOMMISSIONING AGREEMENT, OR (iii) ANY OTHER SECURED TRANSACTION DOCUMENT. EACH OF FIELDWOOD AND GOM AGREES TO PAY, SHALL INDEMNIFY THE INDEMNIFIED PARTIES FROM, AND HOLD EACH OF THEM HARMLESS AGAINST, ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES, PENALTIES, JUDGEMENTS, DISBURSEMENTS, COSTS, AND EXPENSES (INCLUDING ATTORNEYS', AUDITORS', AND ACCOUNTANTS' FEES) TO WHICH ANY OF THEM MAY BECOME SUBJECT WHICH DIRECTLY OR INDIRECTLY ARISE FROM OR RELATE TO THE ENFORCEMENT, PERFORMANCE, AND ADMINISTRATION OF THIS MORTGAGE TO THE EXTENT THE MORTGAGOR WOULD BE REQUIRED TO DO SO PURSUANT TO (i) SECTION 8.03 OF THE LOAN AGREEMENT, (ii) THE DECOMMISSIONING AGREEMENT, OR (iii) ANY OTHER SECURED TRANSACTION DOCUMENT. THE LIABILITIES OF THE MORTGAGOR AS SET FORTH IN THIS SECTION 5.16 SHALL SURVIVE THE TERMINATION OF THIS MORTGAGE.

5.17. Failure to Perform. The Mortgagor agrees that if it fails to perform any act or to take any action that it is required to perform or take hereunder or pay any money that the Mortgagor is required to pay hereunder, the Mortgagee, in the Mortgagor's name or its or their own name or names, may, but shall not be obligated to, perform or cause to perform such act or take such action or pay such money.

SECTION 6 THE TRUSTEE

6.1. Duties, Rights, and Powers of Trustee. The Trustee shall have no duty to see to any recording, filing or registration of this Mortgage or any other instrument in addition or supplemental thereto, or to give any notice thereof, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge that may be levied or assessed on the Mortgaged Property, or any part thereof, or against the Mortgagor, or to see to the performance or observance by the Mortgagor of any of the covenants and agreements contained herein. The Trustee shall not be responsible for the execution, acknowledgment or validity of this Mortgage or of any instrument in addition or supplemental hereto or for the sufficiency of the security purported to be created hereby, and makes no representation in respect thereof or in respect of the rights of the Mortgagee. The Trustee shall have the right to consult with counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of counsel. The Trustee shall not incur any personal liability hereunder except for the Trustee's own willful misconduct; and the Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine.

6.2. Successor Trustee. The Trustee may resign by written notice addressed to the Mortgagee or be removed at any time with or without cause by an instrument in writing duly executed on behalf of the Mortgagee. In case of the death, resignation or removal of the Trustee, a successor may be appointed by the Mortgagee by instrument of substitution complying with any Requirement of Law, or, in the absence of any such requirement, without formality other than appointment and designation in writing. Written notice of such appointment and designation shall be given by the Mortgagee to the Mortgagor, but the validity of any such appointment shall not be impaired or affected by failure to give such notice or by any defect therein. Such appointment and designation shall be full evidence of the right and authority to make the same and of all the facts therein recited. Upon the making of any such appointment and designation, this Mortgage shall vest in the successor all the estate and title in and to all of the Mortgaged Property, and the successor shall thereupon succeed to all of the rights, powers, privileges, immunities and duties hereby conferred upon the Trustee named herein, and one such appointment and designation shall not exhaust the right to appoint and designate an additional successor but such right may be exercised repeatedly until the Termination Date has occurred. To facilitate the administration of the duties hereunder, the Mortgagee may appoint multiple trustees to serve in such capacity or in such jurisdictions as the Mortgagee may designate.

6.3. Retention of Moneys. All moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by applicable law) and the Trustee shall be under no liability for interest on any moneys received by him hereunder.

SECTION 7

MISCELLANEOUS

7.1. Releases.

(a) Full Release. On the Termination Date, the Mortgagee shall forthwith cause satisfaction and discharge of this Mortgage to be entered upon the record at the expense of the Mortgagor and shall execute and deliver or cause to be executed and delivered such instruments of satisfaction and reassignment as may be reasonably necessary or desirable for the release of the Liens created hereby on the Mortgaged Property. Other than as set forth in the foregoing sentence, this Mortgage shall remain and continue in full force and effect and be binding in accordance with and to the extent of its terms upon the Mortgagor and the successors and assigns thereof and shall inure to the benefit of the Mortgagee and the Secured Parties and their respective successors, indorsees, transferees and assigns; notwithstanding that from time to time prior to the Termination Date, the Mortgagor may be free from any Obligations.

(b) Other Releases. The Mortgagee, at the request and sole expense of the Mortgagor, shall promptly execute and deliver to the Mortgagor all releases, re-conveyances or other documents reasonably necessary or desirable for the release of the Liens created hereby on the Mortgaged Property, which shall include, without limitation, the agreement of the Mortgagee (on behalf of itself and on behalf of the Secured Parties) to release the security interests in, and the Liens on, the Collateral granted herein and created hereby, (i) upon any disposition by the Mortgagor of any Mortgaged Property (other than to each other or any subsidiary of Fieldwood or GOM) that is permitted under the Loan Agreement and (ii) to the extent that the Loan Agreement provides for such release with respect to the Mortgaged Property.

(c) Possession of Notes. The Mortgagor acknowledges and agrees that possession of any promissory note issued to the Lender that evidences the Loans extended by the Lender to the Mortgagor (or any replacements of any said promissory note or other instrument evidencing any part of the Obligations) at any time by the Mortgagor or any other guarantor shall not in any manner extinguish the Obligations or this Mortgage, and the Mortgagor shall have the right to issue and reissue any of such promissory notes from time to time as its interest or as convenience may require, without in any manner extinguishing or affecting the Obligations or the Lien of this Mortgage.

7.2. Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of the Mortgagee and the Secured Parties in order to effectuate the provisions hereof. The invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

7.3. Successors and Assigns. The terms used to designate any party or group of persons shall be deemed to include the respective heirs, legal representatives, successors and assigns of such Persons.

7.4. Satisfaction of Prior Encumbrance. To the extent that proceeds of the Loan Agreement are used to pay any indebtedness secured by any outstanding Lien against the

Mortgaged Property then the parties agree that: (a) such proceeds have been advanced at the Mortgagor's request, and (b) the Mortgagee and the Secured Parties shall be subrogated to any and all rights and Liens owned by any owner or holder of such outstanding Liens, irrespective of whether said Liens are or have been released. It is expressly understood that, in consideration of the payment of such other indebtedness, the Mortgagor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said indebtedness. This Mortgage is made with full substitution and subrogation of the Trustee and the Mortgagee and their successors and assigns in and to all covenants and warranties by others heretofore given or made in respect of the Mortgaged Property or any part thereof.

7.5. Application of Payments to Certain Obligations. If any part of the Obligations cannot be lawfully secured by this Mortgage or if any part of the Collateral cannot be lawfully subject to the Lien hereof to the full extent of the Obligations, then all payments made shall be applied on said Obligations first in discharge of that portion thereof that is not secured by this Mortgage.

7.6. Nature of Covenants. The covenants and agreements herein contained shall constitute covenants running with the land and interests covered or affected hereby and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

7.7. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 8.01 of the Loan Agreement.

7.8. Expenses. The Mortgagor agrees to pay any and all reasonable and documented out of pocket expenses (including attorneys', auditors' and accountants' fees, charges, and disbursements) that may be paid or incurred by the Mortgagee in enforcing, or obtaining advice of counsel in respect of, any rights with respect to, or collecting, any or all of the Obligations and/or enforcing any rights with respect to, or collecting against, the Mortgagor under this Mortgage to the extent the Mortgagor would be required to do so pursuant to (i) Section 8.03 of the Loan Agreement, (ii) the Decommissioning Agreement, or (iii) any other Secured Transaction Document.

7.9. Counterparts. This Mortgage is being executed in several counterparts, all of which are identical, except that to facilitate recordation, if the Mortgaged Property is situated in (or adjacent to, in the case of offshore properties) more than one county or parish, descriptions of only those portions of the Mortgaged Property located in the county or parish in which a particular counterpart is recorded may be attached as Exhibit A to such counterpart. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument. Complete copies of this Mortgage containing the entire Exhibit A have been retained by the Mortgagee.

7.10. Governing Law. This Mortgage shall be governed and construed in accordance with the laws of the State of Texas, without regard to the laws that might be applicable under conflicts of laws principles; provided, however, that, with respect to any portion of the Mortgaged Property located outside of the State of Texas, the laws of the place in which such property is located in, or offshore area adjacent to (and State law made applicable as a matter of Federal law), shall apply

to the extent of procedural and substantive matters relating only to the creation, perfection, foreclosure of Liens and enforcement of rights and remedies against the Mortgaged Property.

7.11. Financing Statement; Fixture Filing. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all Fixtures included within the Mortgaged Property and is to be filed or filed for record in the real estate records, mortgage records or other appropriate records of each jurisdiction where any part of the Mortgaged Property (including said fixtures) are situated (or adjacent to, in the case of offshore properties), and may also be filed in the offices of the Bureau of Land Management and/or the Bureau of Ocean Energy Management. This Mortgage shall also be effective as a financing statement covering As-Extracted Collateral (including oil and gas and all other substances of value that may be extracted from the ground) and accounts financed at the wellhead or minehead of wells or mines located on the properties subject to the Applicable UCC and is to be filed for record in the real estate records, UCC records or other appropriate records of each jurisdiction where any part of the Mortgaged Property is situated (or adjacent to, in the case of offshore properties). This Mortgage also constitutes a security agreement under the Applicable UCC, and creates a security interest in all that property (and the proceeds thereof) included in the Mortgaged Property which might otherwise be deemed “personal property”. Notwithstanding any release of any or all of that property included in the Mortgaged Property which is deemed “real property”, any proceedings to foreclose this Mortgage or its satisfaction of record, the terms hereof shall survive as a security agreement with respect to the security interests created hereby and referred to above until the repayment or satisfaction in full of the obligations of Mortgagor as are now or hereafter evidenced by the Secured Transaction Documents.

7.12. Filing of Financing Statements. Pursuant to the Applicable UCC, the Mortgagor authorizes the Mortgagee, its counsel or its representative, at any time and from time to time, to file or record financing statements, continuation statements, amendments thereto and other filing or recording documents or instruments with respect to the Mortgaged Property without the signature of the Mortgagor in such form and in such offices as the Mortgagee reasonably determines appropriate to perfect the security interests of the Mortgagee under this Mortgage. The Mortgagor also authorizes the Mortgagee, its counsel or its representative, at any time and from time to time, to file or record such financing statements that describe the collateral covered thereby as “all assets of the Mortgagor”, “all personal property of the Mortgagor” or words of similar effect. The Mortgagor shall pay all costs associated with the filing of such instruments.

In that regard, the following information is provided:

Name of Debtor:	Fieldwood Energy I LLC
Address of Debtor:	2000 W. Sam Houston Pkwy S., Suite 1600 Houston, Texas 77042 Attention: _____
State of Formation/Location:	Texas

Name of Debtor: GOM Shelf LLC

Address of Debtor: 2000 W. Sam Houston Pkwy S.,
Suite 1600
Houston, Texas 77042
Attention: _____

State of Formation/Location: Delaware

Name of Secured Party: Apache Corporation
As Collateral Agent

Address of Secured Party: 2000 Post Oak Boulevard
Suite 100
Houston, Texas 77056

Owner Record of Real Property: Fieldwood Energy I LLC and GOM Shelf LLC

7.13. Limit on Obligations and Collateral. It is the intention of the Mortgagor, the Mortgagee and the Secured Parties that this Mortgage not constitute a fraudulent transfer or fraudulent conveyance under any state or federal law that may be applied hereto. The Mortgagor and, by the Mortgagee's acceptance hereof, the Mortgagee and the Secured Parties hereby acknowledge and agree that, notwithstanding any other provision of this Mortgage, the indebtedness secured hereby shall be limited to the maximum amount of indebtedness that can be incurred or secured by the Mortgagor without rendering this Mortgage voidable under applicable law relating to fraudulent conveyances or fraudulent transfers.

7.14. Appearance, Resolutions. For purposes of Louisiana law, including but not limited to the availability of executory process, Mortgagor has appeared on this date before the undersigned Notary Public and witnesses in order to execute this Mortgage. Mortgagor also attaches hereto, as Annex I, a written consent authorizing the execution and delivery of this Mortgage.

7.15. Paraph. Mortgagor acknowledges that no promissory note or other instrument has been presented to the undersigned Notary Public to be paraphed for identification herewith.

7.16. Acceptance by Mortgagee. In accordance with the provisions of Louisiana Civil Code article 3289, Mortgagee has accepted the benefits of the Mortgage without the necessity of execution by Mortgagee.

7.17. Notary Public. The parties relieve and release the undersigned notary public of any duty to produce and attach mortgage or conveyance certificates.

7.18. Appointment of Mortgagee as Collateral Agent. By accepting the benefits hereof or any other Collateral Document, each other Secured Party hereby appoints Apache Corporation to act as collateral agent on its behalf hereunder and thereunder, and authorizes Apache Corporation, as Mortgagee, to take such actions on its behalf and to exercise such powers as are delegated to the Mortgagee by the terms hereof and thereof, together with such actions and powers as are reasonably incidental thereto.

7.19. Joint and Several Obligations of Mortgagor.

(a) Each of Fieldwood and GOM is accepting joint and several liability hereunder with each other and other Persons that have executed or will execute a Mortgage in consideration of the financial accommodation to be provided by the holders of the Obligations, for the respective mutual benefit, directly and indirectly, of Fieldwood and GOM and in consideration of the respective undertakings of Fieldwood and GOM to accept joint and several liability for the Obligations of each of them.

(b) Each of Fieldwood and GOM, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with each other and each other Person that have executed or will execute a Mortgage with respect to the payment and performance of all of the Obligations, it being the intention of the parties hereto that all the Obligations shall be the joint and several Obligations of Fieldwood, GOM, and each other Person that have executed or will execute a Mortgage without preferences or distinction among them.

7.20. Decommissioning Obligations. In all instances where Fieldwood defaults on its decommissioning obligations (including, with respect to the Mortgaged Property) and, in response to an order by the Bureau of Safety and Environmental Enforcement (“BSEE”), the Bureau of Ocean Energy Management (“BOEM”), their respective successor agencies, any other governmental authority having jurisdiction over such decommissioning obligations or other applicable governmental authority, or to a contractual obligation (in each case, a “Decommissioning Obligation”), Mortgagee or another third party (as the case may be, the “Applicable Decommissioning Operator”) conducts or seeks to conduct such decommissioning operations as the then-present designated operator or as the decommissioning operator specifically appointed for such operations by BOEM, BSEE or other applicable governmental authority, Mortgagor shall fully cooperate with and support in all respects the Applicable Decommissioning Operator and shall make available to the Applicable Decommissioning Operator and, upon its request, to the extent such activity is permitted under the underlying agreement, assign to the Applicable Decommissioning Operator all documentation, plans, files, permits, contracts, contract rights, boarding rights, access rights, utilization rights, applicable litigious rights, rights to payment, rights to reimbursement, rights to contribution, audit rights, and any other benefit available to Mortgagor in connection with applicable decommissioning operations which are the subject of the applicable Decommissioning Obligation, each such assignment made solely as the rights relate to such Decommissioning Obligation. In furtherance of these obligations imposed on Mortgagor, but not by way of limitation in any way, Mortgagor hereby:

(a) Authorizes the Applicable Decommissioning Operator to perform all required decommissioning operations on any Mortgagor property or infrastructure (including all Mortgaged Property) that is the subject of a Decommissioning Obligation.

(b) Provides and grants boarding access to the Applicable Decommissioning Operator for any infrastructure owned by Mortgagor, or to which Mortgagor has contract access rights, as such may be necessary or convenient for the Applicable Decommissioning Operator or its contractors, representatives, or designees, or the employees, agents, or consultants of any of them, to perform and fulfill each applicable Decommissioning Obligation, without need of further authorization or agreement of Mortgagor. The foregoing boarding access rights shall automatically apply to any infrastructure designated by the Applicable Decommissioning Operator as being necessary or convenient to support such decommissioning operations.

(c) Assigns and quitclaims any salvage value for any property or infrastructure decommissioned by the Applicable Decommissioning Operator so that such value can be monetized by the Applicable Decommissioning Operator and applied to each Mortgagor's defaulting share of the applicable Decommissioning Obligations.

(d) Grants to the Applicable Decommissioning Operator access to all contracts applicable to any and all properties and infrastructure associated with the applicable Decommissioning Obligation and, upon notice from the Applicable Decommissioning Operator, shall assign to the Applicable Decommissioning Operator, solely as they relate to such Decommissioning Obligation, any contract and/or contract rights or benefits necessary or convenient to the performance of the Decommissioning Obligation or to the rights or ability of the Applicable Decommissioning Operator to collect and obtain contributions from any and all applicable third parties who might have obligations to pay for or contribute to all or any part of the Decommissioning Obligations.

(e) Assigns, whether or not covered by clause (d) above, all rights to payment, rights to reimbursement, and rights to contribution for decommissioning expenses which may be available to Mortgagor for any property (including all Mortgaged Property) made the subject of a Decommissioning Obligation.

In addition, each Mortgagor hereby agrees to (i) fully release and hold the Applicable Decommissioning Operator harmless from any claims associated in any way with any operation conducted by the Applicable Decommissioning Operator in the performance of Decommissioning Obligations **(INCLUDING SUCH CLAIMS THAT MAY RESULT FROM THE ORDINARY NEGLIGENCE OF THE APPLICABLE DECOMMISSIONING OPERATOR)** and (ii) execute one or more counterparts of the certificate attached hereto as Exhibit B evidencing each Mortgagor's agreements, assignments, and designations hereunder, from time to time, immediately upon request of the Applicable Decommissioning Operator. Each Mortgagor further agrees to execute such other agreements or instruments as may be requested by the Applicable Decommissioning Operator to effectuate or carry out the intents and agreements set forth in this Section 7.20. The liabilities of Mortgagor as set forth in this Section 7.20 shall survive the termination of this Mortgage. The provisions of this Section 7.20 of this Mortgage shall be binding on all successors and assigns of Mortgagor for all purposes.

[SIGNATURES BEGIN NEXT PAGE]

THUS DONE AND PASSED in the foregoing jurisdiction this [_____], 20[●] to be effective for all purposes as of the Effective Date, in my presence and in the presence of the undersigned competent witnesses who hereunto sign their names with Mortgagor and me, Notary, after reading of the whole.

WITNESSES

FIELDWOOD ENERGY I LLC

Printed Name:

By: _____

Name: _____

Title: _____

Printed Name:

GOM SHELF LLC

By: _____

Name: _____

Title: _____

NOTARY PUBLIC for the State of _____

Full name printed: _____

STATE OF TEXAS §
 §
COUNTY OF [HARRIS] §

TEXAS This instrument was acknowledged before me on this ____ day of _____, 20[●], by _____, _____ of FIELDWOOD ENERGY I LLC, a Texas limited liability company, on behalf of said limited liability company.

MISSISSIPPI Personally appeared before me, the undersigned authority in and for said county and state, on this ____ day of _____, 20[●], within my jurisdiction, the within named _____ of FIELDWOOD ENERGY I LLC, a Texas limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed [he/she] executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

ALABAMA I, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of FIELDWOOD ENERGY I LLC, a Texas limited liability company, is signed to the foregoing instrument or conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument/conveyance, [he/she], as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this ____ day of _____, 20[●].

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the [City of Houston, Harris County, Texas] on [_____, 20[●]].

NOTARY PUBLIC, State of Texas

Printed Name: _____

[SEAL]

STATE OF TEXAS §
 §
COUNTY OF [HARRIS] §

TEXAS This instrument was acknowledged before me on this ____ day of _____, 20[●], by _____, _____ of GOM SHELF LLC, a Delaware limited liability company, on behalf of said limited liability company.

MISSISSIPPI Personally appeared before me, the undersigned authority in and for said county and state, on this ____ day of _____, 20[●], within my jurisdiction, the within named _____ of GOM SHELF LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed [he/she] executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

ALABAMA I, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of GOM SHELF LLC, a Delaware limited liability company, is signed to the foregoing instrument or conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument/conveyance, [he/she], as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this ____ day of _____, 20[●].

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the [City of Houston, Harris County, Texas] on [_____, 20[●]].

NOTARY PUBLIC, State of Texas

Printed Name: _____

[SEAL]

EXHIBIT A¹

LEGAL DESCRIPTION

[TO COME]

¹ To be completed in a manner mutually acceptable to all parties as a conditions to Apache's execution.

EXHIBIT B

CERTIFICATION OF RIGHTS

With respect to any decommissioning obligations for which Apache Corporation, or any of its subsidiaries, or a third party designated by Apache Corporation or one of its subsidiaries (as the case may be, the “Applicable Decommissioning Operator”) either (a) conducts or seeks to conduct pursuant to an order from the Bureau of Safety and Environmental Enforcement (“BSEE”), the Bureau of Ocean Energy Management (“BOEM”), their respective successor agencies, or any other governmental authority having jurisdiction over such decommissioning obligations or (b) becomes obligated to perform pursuant to any contractual obligation (in each case, such decommissioning obligations being hereinafter referred to as “Decommissioning Obligations”), Fieldwood Energy I LLC (“FWE I”) hereby certifies that it has:

1. Assigned to such Applicable Decommissioning Operator all documentation, plans, files, permits, decommissioning spreads, contracts, and contract rights, boarding rights, access rights, utilization rights, applicable litigious rights, rights to payment, rights to reimbursement, rights to contribution, audit rights, and any other benefit available to FWE I in conjunction with applicable decommissioning operations which are the subject of the applicable Decommissioning Obligation;
2. Authorized the Applicable Decommissioning Operator to perform all required decommissioning operations on any FWE I property or infrastructure that is the subject of a Decommissioning Obligation;
3. Granted boarding access to the Applicable Decommissioning Operator for any infrastructure owned by FWE I, or to which FWE I has contract access rights, as such may be necessary or convenient for the Applicable Decommissioning Operator or its contractors, representatives, or designees, or the employees, agents, or consultants of any of them, to perform and fulfill each applicable Decommissioning Obligation, without need of further authorization or agreement of FWE I;
4. Assigned and quitclaimed to the Applicable Decommissioning Operator any salvaged property or materials and the salvage value for any property or infrastructure decommissioned by the Applicable Decommissioning Operator;
5. Granted to the Applicable Decommissioning Operator access to all contracts applicable to any and all properties and infrastructure associated with the applicable Decommissioning Obligation and assigned to the Applicable Decommissioning Operator any contract and/or contract rights or benefits necessary or convenient to the performance of the Decommissioning Obligation or to the rights or ability of the Applicable Decommissioning Operator to collect and obtain contributions from any and all applicable third parties who have obligations to pay for or contribute to all or any part of the Decommissioning Obligations; and

6. Assigned all rights to payment, rights to reimbursement, and rights to contribution for decommissioning expenses available to FWE I for any property made the subject of a Decommissioning Obligation.

FWE I further authorizes any co-owner, counterparty, contractor, or other person or entity to rely on the foregoing certifications in taking in action or making any payment or contribution as may be requested or directed by the Applicable Decommissioning Operator toward the fulfillment of the applicable Decommissioning Obligations.

FIELDWOOD ENERGY I LLC

By: _____

Name: _____

Title: _____

SCHEDULE 4.4²

EXCLUDED PROPERTIES

Name of Mortgagor	Description of Excluded Property

² To be completed in a manner mutually acceptable to all parties as a conditions to Apache's execution.

Exhibit 13

Form of Amendment to Unit Operating Agreement

AMENDMENT TO UNIT OPERATING AGREEMENT

This Amendment to the Unit Operating Agreement (this "Amendment") is made and entered into effective the ____ day of _____, 202__ (the "Effective Date"), by and between [Fieldwood Energy II LLC], ("Fieldwood"), GOM Shelf LLC, ("GOM Shelf"), and Apache Shelf Exploration LLC, ("Apache"). The entities named hereinabove are hereinafter sometimes referred individually as "Party" and collectively as "Parties".

WITNESSETH

WHEREAS, Conoco Inc. ("Conoco"), Atlantic Richfield Company, ("ARCO"), Texaco Producing Inc. ("Texaco") and Oxy USA Inc. ("Oxy") entered into a Unit Operating Agreement dated January 1, 1989, ("the West Delta Grand Isle Unit Agreement"); and

WHEREAS, Fieldwood, GOM Shelf, and Apache are successors in interest to Conoco, ARCO, Texaco, and OXY in the West Delta Grand Isle Unit Operating Agreement insofar and only insofar as it covers the depths described on Exhibit ____ hereto¹ (the West Delta Grand Isle Unit Operating Agreement insofar as it covers these depths, the "Operating Agreement"); and

WHEREAS, Fieldwood, GOM Shelf, and Apache desire to amend the West Delta Grand Isle Unit Operating Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby amend the Unit Operating Agreement insofar as it pertains to, covers, and burdens the interests of the Parties in and to the lands, leases, and depths covered by the Unit Operating Agreement as follows:

ARTICLE 3.1 EXHIBITS

Article 3.1 Exhibits is amended by inserting the following immediately following "3.1.5 Exhibit "E". Gas Balancing Agreement.":

"3.1.6 Exhibit "F". Form of Surety Bond.

3.1.7 Exhibit "G" Form of Assignment."

ARTICLE 4 OPERATOR

Article 4.1 is amended by deleting the entire Article and replacing it with the following:²

"[Fieldwood Energy II LLC] is hereby designated as Operator."

ARTICLE 11 DEVELOPMENT OPERATIONS

Article 11.8 Facilities is amended by deleting such Article in its entirety and replacing it with the following:

¹ Note to Draft: Exhibit to cover those depths which are only owned by the parties to this amendment.

The affirmative vote of all Parties having a combined Participating Interest of one hundred percent (100%) in the wells to be served by the proposed Facilities shall constitute approval.

ARTICLE 12
NON-CONSENT OPERATIONS

Article 12.2.1 Production Reversion Penalties is amended by deleting the entire Article and replacing it with the following:

“Such interest, rights and title shall remain vested in each Participating Party until the wells comprising such Non-Consent Operations are plugged and abandoned and decommissioned. Upon the commencement of such Non-Consent Project, the Non-Participating Party(ies) shall execute and deliver to the Participating Parties an assignment of their interest, rights and title in the Non-Consent Project on the form of Assignment attached hereto as Exhibit G.”

ARTICLE 14
WITHDRAWAL

Article 14 Withdrawal is amended by deleting the Article in its entirety and replacing it with the following:

“14.1 Withdrawal. Subject to this Article 14.1, any Party may withdraw from this Agreement as to the Unit Area and the Leases, wells, Platforms and Facilities used in operations on such Unit Area (the “Withdrawing Party”) by giving prior written notice to all other Parties stating its decision to withdraw (the “withdrawal notice”). The withdrawal notice shall specify an effective date of withdrawal that is at least sixty (60) days, but not more than ninety (90) days, after the date of the withdrawal notice. Within thirty (30) days of receipt of the withdrawal notice, the other Parties may join in the withdrawal by giving written notice of that fact to Operator (“written notice to join in the withdrawal”) and on giving written notice to join in the withdrawal are “Other Withdrawing Parties”. The withdrawal notice and the written notice(s) to join in the withdrawal are unconditional and irrevocable offers by the Withdrawing Party and the Other Withdrawing Parties to convey to the Parties that do not join in the withdrawal (“the Remaining Parties”) the Withdrawing Party’s and the Other Withdrawing Parties’ entire Working Interest in the Unit Area, Leases, wells, Platforms, Facilities, Production, and other property and equipment owned under this Agreement.

14.2 Response to Withdrawal Notice. Failure to respond to a withdrawal notice is deemed a decision not to join in the withdrawal.

14.2.1 Unanimous Withdrawal. If all the other Parties join in the withdrawal,

- (a) no assignment of Working Interests shall take place;
- (b) subject to Article 13.4, no further operations may be conducted under this Agreement unless agreed to by all Parties;
- (c) the Parties shall abandon all activities and operations within the Lease and relinquish all of their Working Interests to the BOEM or the applicable successor agency within one hundred twenty (120) days of the conclusion of the thirty (30) day joining period; and
- (d) notwithstanding anything to the contrary in Article 13 (Abandonment and Salvage), Operator shall:
 - 1) furnish all Parties a detailed abandonment plan, if applicable, and a detailed cost estimate for the abandonment within one hundred eighty (180) days after the conclusion of the thirty (30) day joining period; and
 - 2) cease operations and begin to permanently plug and abandon all

wells and remove all Facilities and Platforms in accordance with the abandonment plan.

14.2.2 No Additional Withdrawing Parties. If none of the other Parties join in the withdrawal, the Remaining Parties must accept an assignment of their Participating Interest share of the Withdrawing Party's Working Interest.

14.2.3 Acceptance of the Withdrawing Parties' Interests. If one (1) or more but not all of the other Parties join in the withdrawal and become Other Withdrawing Parties, within forty-eight (48) hours (excluding Saturdays, Sundays, and federal holidays) of the conclusion of the thirty- (30) day joining period, each of the Remaining Parties shall submit to Operator a written rejection or acceptance of its Participating Interest share of the Withdrawing Party's and Other Withdrawing Parties' Working Interest. Failure to make that written rejection or acceptance shall be deemed a written acceptance. If the Remaining Parties are unable to select a successor Operator, if applicable, or if a Remaining Party submits a written rejection and the other Remaining Parties do not agree to accept one hundred percent (100%) of the Withdrawing Party's and Other Withdrawing Parties' Working Interest within fifteen (15) days of the conclusion of the forty-eight (48) hour period to submit a written rejection or acceptance, the Remaining Parties will be deemed to have joined in the withdrawal, and Article 14.2.1 (Unanimous Withdrawal) will apply.

14.2.4 Effects of Withdrawal. Except as otherwise provided in this Agreement, after giving a withdrawal notice or a written notice to join in the withdrawal, the Withdrawing Party and Other Withdrawing Parties are not entitled to approve or participate in any activity or operation in the Lease, other than those activities or operations for which they retain a financial responsibility. The Withdrawing Party and Other Withdrawing Parties shall take all necessary steps to accomplish their withdrawal by the effective date referred to in Article 14.1 (Withdrawal) and shall execute and deliver to the Remaining Parties all necessary instruments to assign their Working Interest to the Remaining Parties, including, without limitation, assignments of their Working Interests in substantially the same form as attached hereto as Exhibit "G". Additionally, the Parties shall take such further actions as are necessary or appropriate to register the assignment of the Withdrawing Party's and Other Withdrawing Parties' Working Interests with BOEM or the applicable successor agency. A Withdrawing Party and Other Withdrawing Parties shall bear all expenses associated with their withdrawal and the transfer of their Working Interest.

14.3 Limitation on and Conditions of Withdrawal

14.3.1 Prior Expenses. The Withdrawing Party and Other Withdrawing Parties remain liable for their Participating Interest share of the costs of all activities, operations, rentals, royalties, taxes, damages, Production imbalances, or other liability or expense accruing or relating to (i) obligations existing as of the effective date of the withdrawal, (ii) operations conducted before the effective date of the withdrawal, or (iii) operations approved by the Withdrawing Party and Other Withdrawing Parties before the effective date of the withdrawal. Before the effective date of the withdrawal, Operator shall provide a statement to the Withdrawing Party and Other Withdrawing Parties for (1) their respective shares of all identifiable costs under this Article 14.3.1 and (2) their respective Participating Interest shares of the estimated current costs of plugging and abandoning all wells and removing all Platforms, Facilities, and other materiel and equipment in which such Withdrawing Party or Other Withdrawing Party, as applicable, has an ownership interest as part of the Joint Account, less their respective Participating Interest shares of the estimated salvage value of the assets at the time of abandonment, as approved by vote of one or more Parties having a majority interest. This statement of expenses, costs, and salvage value shall be prepared by Operator under Exhibit "C". At its option, before withdrawing, each of the Withdrawing Party and Other Withdrawing Parties shall either (i) pay Operator, (ii) provide Operator with a surety bond in substantially the same form as attached hereto as Exhibit "F" in an penal sum equal to, or (iii) deposit into an escrow account, in each case for the benefit of the Remaining Parties, the amount allocated to such Withdrawing Party or Other Withdrawing Party as shown in the statement for all obligations and liabilities they have incurred and all obligations and liabilities attributable to such Party before the effective date of the withdrawal; provided, however, that the Withdrawing Party or Other Withdrawing Party may condition its delivery of such payment or bond upon the Remaining Parties' acceptance of the assignment made pursuant to Article 14.2.4. All liens, charges, and other encumbrances, including but not limited to overriding royalties, net profits interest, and production payments, that the Withdrawing Party and Other Withdrawing Parties placed (or caused to be placed) on their Working Interest shall be fully satisfied or released before the effective date of its withdrawal (unless the Remaining Parties are willing to accept the Working Interest subject to those liens, charges, and other encumbrances).

14.3.2 Confidentiality. The Withdrawing Party and Other Withdrawing Parties will continue to be bound by the confidentiality provisions of Article 7.3 (Confidentiality) after the effective date of the withdrawal but will have no further access to technical information relating to activities or operations under this Agreement. The Withdrawing Party and Other Withdrawing Parties are not required to return to the Remaining Parties Confidential Data acquired before the effective date of the withdrawal.

14.4 Emergencies and Force Majeure. Notwithstanding anything herein to the contrary, no Party may withdraw during an event of force majeure as described in Article 24.1 or emergency that poses a threat to life, safety, property, or the environment but may withdraw from this Agreement after termination of the force majeure event or emergency. The Withdrawing Party and Other Withdrawing Parties remain liable for their share of all costs and liabilities arising from the force majeure event or emergency, including but not limited to the drilling of relief wells, containment, and clean-up of oil spills and pollution, and all costs of debris removal made necessary by the force majeure event or emergency."

ARTICLE 21 **DISPOSITION OF PRODUCTION**

Article 21.1 Facilities to Take in Kind is deleted in its entirety.

ARTICLE 25
SUCCESSORS, ASSIGNS AND PREFERENTIAL RIGHT TO PURCHASE

Article 25.3 Transfer of Interest is deleted in its entirety and replaced with the following:

“25.3 Transfer of Interest. Subject to the provisions of Section 25.2 hereof and except as provided in 25.3.1 (Exceptions to Transfer Notice), notice of any Party's attempted transfer of Working Interest in the Unit Area, whether directly through an assignment, transfer, or conveyance or indirectly through a merger, consolidation, or similar transaction or series of transactions, (a “Transfer of Interest”) shall be provided by written notice to Operator and the other Parties (“the transfer notice”). Any Transfer of Interest shall be made to a party qualified by the BOEM and any other applicable regulatory agency to own leases in the Gulf of Mexico, and is financially capable of assuming the corresponding obligations under this Operating Agreement. All Transfers of Interest must be approved by and consented to in writing by the non-transferring Parties for any assignment made hereunder to be valid and binding upon the non-transferring Parties (“Consent”). Such Consent shall not be unreasonably withheld, delayed, or conditioned, and shall not require remuneration of any kind except for amounts owed pursuant to the terms hereof. Notwithstanding the foregoing, the non-transferring Parties' Consent can be conditioned on requiring reasonable proof of the prospective transferee's ability to perform its obligations under this Agreement and reasonable financial assurances from such prospective transferee. Such financial assurances required by the non-transferring Parties may include bonds, letters of credit, and other conditions providing sufficient evidence of such prospective transferee's ability to perform its obligations under this Operating Agreement to the reasonable satisfaction of the non-transferring Parties.³ Any Transfer of Interest shall contain a provision in the assignment requiring that the non-transferring Parties' written consent must also be obtained before any future Transfer of Interest under this Agreement in whole or in part, and shall also include a provision that the transferee be bound by all the terms and conditions of this Operating Agreement. No Transfer of Interest shall release a Party from its obligations and liabilities accrued under this Agreement prior to the effective date of the Transfer of Interests, and the security rights under Article 8.6 (Security Rights) shall continue to burden the working interest transferred and to secure the payment of those obligations and liabilities. Subject to the immediately preceding sentence, but otherwise notwithstanding anything to the contrary herein, the restrictions and obligations in this Article 25.3 shall not apply to any Transfer of Interest from a Party to an Affiliate of such Party.

25.3.1 Exceptions to Transfer Notice. Notwithstanding any contrary provision of this Agreement, the transfer notice and the Consent are not required when a Party proposes to (i) mortgage, pledge, hypothecate, or grant a security interest in all or a portion of its Working Interest (including Assignments of oil or gas production executed as further security for the debt secured by that security device, collectively a “Financing Transaction”), any wells, Platforms, Facilities, or other equipment, or (ii) transfer, assign, or otherwise convey all or a portion of its Working Interests to either Affiliates or pursuant to the preferential rights purchase; provided that the penultimate sentence of Section 25.3 shall apply to any such transfer, assignment, or conveyance of a Party's Working Interest to an Affiliate or pursuant to a preferential right to purchase. However, an assignment of Working Interest arising from a Financing Transaction shall be expressly made subject and subordinated to this Agreement.

25.3.2 Effective Date of Transfer of Interest. Subject to the requirements in this Article 25.3, a Transfer of Interest becomes effective twenty (20) days after the day all Parties are in receipt of the transfer notice. No Transfer of Interest, other than those provided in Article 14 (Withdrawal), is binding on the Parties unless and until (i) the non-transferring Parties have provided their Consent to the Transfer of Interest (other than those provided in Article 25.3.1), (ii) if necessary, the assignor or assignee provides all remaining Parties with a photocopy of a fully executed Transfer of Interest, an fully executed BOEM “Designation of Operator” form and a designation of oil spill responsibility form, and (iii) evidence of

³ NTD: This amendment will be signed by FWE I and [FWE II] upon the divisive merger and after the Credit Bid Sale. As a result, this provision will not be in place so as to apply to the Credit Bid Sale. However, it should apply to all subsequent transfers.

receipt of all necessary approvals by the BOEM or any applicable successor agency. The Parties shall promptly undertake all reasonable actions necessary to secure those approvals and shall execute and deliver all documents necessary to effectuate that Transfer of Interest. All costs attributable to a Transfer of Interest are the sole obligation of the assigning Party.

25.3.3 Form of Transfer of Interest. Any Transfer of Interest shall incorporate provisions that the Transfer of Interest is subordinate to and made expressly subject to this Operating Agreement and provide for the assumption by the assignee of the performance of all the assigning Party's obligations under this Operating Agreement. Any Transfer of Interest not in compliance with this provision is voidable by the non-assigning Parties.

Exhibit "A"

Exhibit "A" to the Operating Agreement containing the Description of Leases, Working Interests, and Unit Area Interests of the Parties and Designated Representatives is hereby deleted and replaced in its entirety with Exhibit "A" attached hereto and made a part of this Amendment.

Exhibit "B"

Exhibit "B" to the Operating Agreement containing the Insurance Requirements is hereby deleted and replaced in its entirety with Exhibit "B" attached hereto and made a part of this Amendment.

Exhibit "C"

Exhibit "C" to the Operating Agreement containing the Accounting Procedures is hereby deleted and replaced in its entirety with Exhibit "C" attached hereto and made a part of this Amendment.

Exhibit "F"

Exhibit "F" containing the form of Surety Bond attached hereto and made a part of this Amendment is hereby attached to and made a part of the Operating Agreement as Exhibit "F" thereto.

Exhibit "G"

Exhibit "F" containing the form of Assignment attached hereto and made a part of this Amendment is hereby attached to and made a part of the Operating Agreement as Exhibit "G" thereto.

This Amendment may be executed in separate counterparts, each of which, when executed, shall be deemed to be an original and all of which when together shall constitute one and the same Amendment. An email copy or printable PDF version of a counterpart executed by a Party shall be acceptable evidence of the execution of that counterpart by that Party and shall be binding upon that Party.

This Amendment shall be binding on the Parties as to all of their respective interests covered and burdened by the Unit Operating Agreement. To the extent any other person, entity, or party holding interests that are included in and bound and burdened by in and to the Unit Operating Agreement, this Amendment shall not be binding on such other person, entity, or party unless or until they ratify and adopt this Amendment; provided, however, this Amendment shall bind and burden each Party executing a counterpart hereof or such other person, entity, or party so ratifying and adopting this Amendment and the respective interests held by such Party or other person, entity, or party.

The captions in this Amendment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Amendment.

Except as expressly amended in this Amendment, all other terms and conditions of the Unit Operating Agreement remain in full force and effect as originally executed. Except as otherwise defined in this Amendment, capitalized terms used herein shall have the same meaning as defined in the Operating Agreement. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of this Unit Operating Agreement, then the terms and conditions of this Amendment shall prevail.

Upon execution by the Parties, this Amendment shall be binding upon and inure to the benefit of the Parties and their respective approved successors and assigns.

This Amendment shall be governed by and construed in accordance with the Applicable Law provisions set forth in Article 22 of the Unit Operating Agreement, *mutatis mutandis*.

Each Party represents that upon execution of this Amendment, it has secured all necessary management approvals or other corporate approvals necessary to make this Amendment a fully binding contract.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year set forth below, effective as of the Effective Date.

GOM SHELF LLC

[FIELDWOOD ENERGY II LLC]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APACHE SHELF EXPLORATION LLC

By: _____

Title: _____

Date: _____

EXHIBIT “2”

Attached to and made a part of that certain Amendment to [Unit Operating Agreement] dated [●], by and between (among) [●], as Operator, and [●].

EXHIBIT “B”

INSURANCE PROVISIONS

- I. Operator shall carry the insurance specified in Section I with the limits stipulated below for the joint account. Operator shall have the right to charge the joint account premiums for the insurance coverage required by this Section A. Such premiums shall be allocated to the joint account using a fair and reasonable method based on the nature of the operations covered by this Agreement.

- A.. Workers' Compensation and Employer's Liability.

- 1.. Workers' Compensation and Employer's Liability Insurance covering the employees of Operator engaged in operations hereunder in compliance with all applicable State and Federal Laws.
2. Coverage under U. S. Longshore and Harbor Worker's Compensation Act, extended to include the Outer Continental Shelf.
- 3.. Extension of Coverage B of policy to provide for not less than \$1,000,000 (“for assured’s interest”) for death or bodily injury to one person in any one accident; coverage also to include Employer's Liability under Admiralty Jurisdiction, including the Jones Act, with Marine and Voluntary Compensation Endorsement providing for a limit of liability of not less than \$1,000,000 per accident and an endorsement for transportation, maintenance, wages and cure, all with same limits, as well as an endorsement to the effect that a claim “in rem” shall be treated as a claim against the insured.

- II. Operator shall not be obligated or authorized to obtain or carry on behalf of the joint account any additional insurance covering the Parties or the operations to be conducted hereunder. With the exception of [●] and/or [●] which shall have the option to self insure, each Party, at its own expense, must carry its own coverage for the types of insurance and with limits as set forth in each Paragraphs A-G below. Each Party must provide Operator prior to commencement of operations a certificate of insurance or other evidence of coverage demonstrating coverage with the required limits of liability. All uninsured losses and all damages to jointly owned property shall be borne by the Parties in proportion to their respective interests, unless the loss is caused by the gross negligence or willful misconduct of a Party hereto.

Any Party, at its own expense, may acquire such additional insurance as it may deem necessary to protect its own interest against claims, losses, damages or destruction to property arising out of operations hereunder.

Each Party hereby waives its rights of recovery against all other Parties to this agreement and agrees that all insurance covering its interest in the jointly owned property will be suitably endorsed to effect a waiver of subrogation as per the indemnity and obligations assumed within the agreement.

- A. Commercial General Liability and Business Automobile Liability. Coverage for all operations conducted hereunder with a combined single limit each occurrence of \$1,000,000 (“for assured’s interest”). Said Commercial General Liability Insurance shall also include contractual liability coverage, sudden and accidental pollution coverage. Automobile liability insurance shall include coverage for owned, hired and non-owned vehicles and mobile equipment licensed for highway use.
- B. Vessels. All vessels chartered by any Party shall be covered Protection and Indemnity coverage, with limits of at least \$1,000,000 (“for assured’s interest”) per occurrence.
- C. Aircraft. All aircraft owned or chartered by any Party shall be covered by Aircraft Liability Insurance with limits of at least \$5,000,000 (“for assured’s interest”) per occurrence.
- D. Excess Liability. Each Party shall carry Excess Liability insurance in the amount of \$50,000,000 per occurrence (“for assured’s interest”), excess of all primary liability limits in the insurance specified in Paragraphs A-C.

- E. Extra Expense Liability. Extra expense liability coverage including control of well, seepage, pollution and contamination coverage, cleanup and/or containment coverage, re-drilling and/or restoring, and care, custody and control shall be carried by each Party with limits of liability of \$75,000,000 per occurrence and \$5,000,000 per occurrence for Care, Custody and Control coverage.
- F. Financial Responsibility Insurance: Operator shall demonstrate coverage, as required by the Bureau of Ocean Energy Management pursuant to the Oil Pollution Act of 1990 as per CFR Part 253 "Final Rule for Oil Spill Financial Responsibility", according to the applicable governmental guidelines.
- G. Contractors: Operator shall use reasonable efforts to require all contractors working or performing services hereunder to comply with the workers' compensation and employer's liability laws, both State and Federal, and said contractors or others performing services shall be required to procure and maintain appropriate insurance coverage as deemed by Operator for the types of operations undertaken. All insurance shall be endorsed to include the Operator and the Parties as additional insureds, except for Worker's Compensation. All such policies shall be endorsed with a Waiver of Subrogation in favor of Operator and the Parties.

END OF EXHIBIT "B"



EXHIBIT “3”

Attached to and made a part of that certain Amendment to [•] dated effective [•], by and between [•], as Operator, and [•], as Non-Operator.

Exhibit “ C ”
ACCOUNTING PROCEDURE
JOINT OPERATIONS

Attached to and made part of that certain [•] dated [], by and between [],
As Operator and [] as Non-Operators

I. GENERAL PROVISIONS

IF THE PARTIES FAIL TO SELECT EITHER ONE OF COMPETING “ALTERNATIVE” PROVISIONS, OR SELECT ALL THE COMPETING “ALTERNATIVE” PROVISIONS, ALTERNATIVE 1 IN EACH SUCH INSTANCE SHALL BE DEEMED TO HAVE BEEN ADOPTED BY THE PARTIES AS A RESULT OF ANY SUCH OMISSION OR DUPLICATE NOTATION.

IN THE EVENT THAT ANY “OPTIONAL” PROVISION OF THIS ACCOUNTING PROCEDURE IS NOT ADOPTED BY THE PARTIES TO THE AGREEMENT BY A TYPED, PRINTED OR HANDWRITTEN INDICATION, SUCH PROVISION SHALL NOT FORM A PART OF THIS ACCOUNTING PROCEDURE, AND NO INFERENCE SHALL BE MADE CONCERNING THE INTENT OF THE PARTIES IN SUCH EVENT.

1. DEFINITIONS

All terms used in this Accounting Procedure shall have the following meaning, unless otherwise expressly defined in the Agreement:

“Affiliate” means for a person, another person that controls, is controlled by, or is under common control with that person. In this definition, (a) control means the ownership by one person, directly or indirectly, of more than fifty percent (50%) of the voting securities of a corporation or, for other persons, the equivalent ownership interest (such as partnership interests), and (b) “person” means an individual, corporation, partnership, trust, estate, unincorporated organization, association, or other legal entity.

“Agreement” means the operating agreement, farmout agreement, or other contract between the Parties to which this Accounting Procedure is attached.

“Controllable Material” means Material that, at the time of acquisition or disposition by the Joint Account, as applicable, is so classified in the Material Classification Manual most recently recommended by the Council of Petroleum Accountants Societies (COPAS).

“Equalized Freight” means the procedure of charging transportation cost to the Joint Account based upon the distance from the nearest Railway Receiving Point to the property.

“Excluded Amount” means a specified excluded trucking amount most recently recommended by COPAS.

“Field Office” means a structure, or portion of a structure, whether a temporary or permanent installation, the primary function of which is to directly serve daily operation and maintenance activities of the Joint Property and which serves as a staging area for directly chargeable field personnel.

“First Level Supervision” means those employees whose primary function in Joint Operations is the direct oversight of the Operator’s field employees and/or contract labor directly employed On-site in a field operating capacity. First Level Supervision functions may include, but are not limited to:

- Responsibility for field employees and contract labor engaged in activities that can include field operations, maintenance, construction, well remedial work, equipment movement and drilling
- Responsibility for day-to-day direct oversight of rig operations
- Responsibility for day-to-day direct oversight of construction operations
- Coordination of job priorities and approval of work procedures
- Responsibility for optimal resource utilization (equipment, Materials, personnel)
- Responsibility for meeting production and field operating expense targets
- Representation of the Parties in local matters involving community, vendors, regulatory agents and landowners, as an incidental part of the supervisor’s operating responsibilities
- Responsibility for all emergency responses with field staff
- Responsibility for implementing safety and environmental practices
- Responsibility for field adherence to company policy
- Responsibility for employment decisions and performance appraisals for field personnel



- Oversight of sub-groups for field functions such as electrical, safety, environmental, telecommunications, which may have group or team leaders.

“Joint Account” means the account showing the charges paid and credits received in the conduct of the Joint Operations that are to be shared by the Parties, but does not include proceeds attributable to hydrocarbons and by-products produced under the Agreement.

“Joint Operations” means all operations necessary or proper for the exploration, appraisal, development, production, protection, maintenance, repair, abandonment, and restoration of the Joint Property.

“Joint Property” means the real and personal property subject to the Agreement.

“Laws” means any laws, rules, regulations, decrees, and orders of the United States of America or any state thereof and all other governmental bodies, agencies, and other authorities having jurisdiction over or affecting the provisions contained in or the transactions contemplated by the Agreement or the Parties and their operations, whether such laws now exist or are hereafter amended, enacted, promulgated or issued.

“Material” means personal property, equipment, supplies, or consumables acquired or held for use by the Joint Property.

“Non-Operators” means the Parties to the Agreement other than the Operator.

“Offshore Facilities” means platforms, surface and subsea development and production systems, and other support systems such as oil and gas handling facilities, living quarters, offices, shops, cranes, electrical supply equipment and systems, fuel and water storage and piping, heliport, marine docking installations, communication facilities, navigation aids, and other similar facilities necessary in the conduct of offshore operations, all of which are located offshore.

“Off-site” means any location that is not considered On-site as defined in this Accounting Procedure.

“On-site” means on the Joint Property when in direct conduct of Joint Operations. The term “On-site” shall also include that portion of Offshore Facilities, Shore Base Facilities, fabrication yards, and staging areas from which Joint Operations are conducted, or other facilities that directly control equipment on the Joint Property, regardless of whether such facilities are owned by the Joint Account.

“Operator” means the Party designated pursuant to the Agreement to conduct the Joint Operations.

“Parties” means legal entities signatory to the Agreement or their successors and assigns. Parties shall be referred to individually as “Party.”

“Participating Interest” means the percentage of the costs and risks of conducting an operation under the Agreement that a Party agrees, or is otherwise obligated, to pay and bear.

“Participating Party” means a Party that approves a proposed operation or otherwise agrees, or becomes liable, to pay and bear a share of the costs and risks of conducting an operation under the Agreement.

“Personal Expenses” means reimbursed costs for travel and temporary living expenses.

“Railway Receiving Point” means the railhead nearest the Joint Property for which freight rates are published, even though an actual railhead may not exist.

“Shore Base Facilities” means onshore support facilities that during Joint Operations provide such services to the Joint Property as a receiving and transshipment point for Materials; debarkation point for drilling and production personnel and services; communication, scheduling and dispatching center; and other associated functions serving the Joint Property.

“Supply Store” means a recognized source or common stock point for a given Material item.

“Technical Services” means services providing specific engineering, geoscience, or other professional skills, such as those performed by engineers, geologists, geophysicists, and technicians, required to handle specific operating conditions and problems for the benefit of Joint Operations; provided, however, Technical Services shall not include those functions specifically identified as overhead under the second paragraph of the introduction of Section III (*Overhead*). Technical Services may be provided by the Operator, Operator’s Affiliate, Non-Operator, Non-Operator Affiliates, and/or third parties.

2. STATEMENTS AND BILLINGS

The Operator shall bill Non-Operators on or before the last day of the month for their proportionate share of the Joint Account for the preceding month. Such bills shall be accompanied by statements that identify the AFE (authority for expenditure), lease or facility, and all charges and credits summarized by appropriate categories of investment and expense. Controllable Material shall be separately identified and fully described in detail, or at the Operator’s option, Controllable Material may be summarized by major Material classifications. Intangible drilling costs, audit adjustments, and unusual charges and credits shall be separately and clearly identified.

The Operator may make available to Non-Operators any statements and bills required under Section I.2 and/or Section I.3.A (*Advances and Payments by the Parties*) via email, electronic data interchange, internet websites or other equivalent electronic media in lieu of paper



copies. The Operator shall provide the Non-Operators instructions and any necessary information to access and receive the statements and bills within the timeframes specified herein. A statement or billing shall be deemed as delivered twenty-four (24) hours (exclusive of weekends and holidays) after the Operator notifies the Non-Operator that the statement or billing is available on the website and/or sent via email or electronic data interchange transmission. Each Non-Operator individually shall elect to receive statements and billings electronically, if available from the Operator, or request paper copies. Such election may be changed upon thirty (30) days prior written notice to the Operator.

3. ADVANCES AND PAYMENTS BY THE PARTIES

A. Unless otherwise provided for in the Agreement, the Operator may require the Non-Operators to advance their share of the estimated cash outlay for the succeeding month's operations within fifteen (15) days after receipt of the advance request or by the first day of the month for which the advance is required, whichever is later. The Operator shall adjust each monthly billing to reflect advances received from the Non-Operators for such month. If a refund is due, the Operator shall apply the amount to be refunded to the subsequent month's billing or advance, unless the Non-Operator sends the Operator a written request for a cash refund. The Operator shall remit the refund to the Non-Operator within fifteen (15) days of receipt of such written request.

B. Except as provided below, each Party shall pay its proportionate share of all bills in full within fifteen (15) days of receipt date. If payment is not made within such time, the unpaid balance shall bear interest compounded monthly at the prime rate published by the *Wall Street Journal* on the first day of each month the payment is delinquent, plus three percent (3%), per annum, or the maximum contract rate permitted by the applicable usury Laws governing the Joint Property, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts. If the *Wall Street Journal* ceases to be published or discontinues publishing a prime rate, the unpaid balance shall bear interest compounded monthly at the prime rate published by the Federal Reserve plus three percent (3%), per annum. Interest shall begin accruing on the first day of the month in which the payment was due. Payment shall not be reduced or delayed as a result of inquiries or anticipated credits unless the Operator has agreed. Notwithstanding the foregoing, the Non-Operator may reduce payment, provided it furnishes documentation and explanation to the Operator at the time payment is made, to the extent such reduction is caused by:

- (1) being billed at an incorrect working interest or Participating Interest that is higher than such Non-Operator's actual working interest or Participating Interest, as applicable; or
- (2) being billed for a project or AFE requiring approval of the Parties under the Agreement that the Non-Operator has not approved or is not otherwise obligated to pay under the Agreement; or
- (3) being billed for a property in which the Non-Operator no longer owns a working interest, provided the Non-Operator has furnished the Operator a copy of the recorded assignment or letter in-lieu. Notwithstanding the foregoing, the Non-Operator shall remain responsible for paying bills attributable to the interest it sold or transferred for any bills rendered during the thirty (30) day period following the Operator's receipt of such written notice; or
- (4) charges outside the adjustment period, as provided in Section I.4 (*Adjustments*).

4. ADJUSTMENTS

A. Payment of any such bills shall not prejudice the right of any Party to protest or question the correctness thereof; however, all bills and statements, including payout statements, rendered during any calendar year shall conclusively be presumed to be true and correct, with respect only to expenditures, after twenty-four (24) months following the end of any such calendar year, unless within said period a Party takes specific detailed written exception thereto making a claim for adjustment. The Operator shall provide a response to all written exceptions, whether or not contained in an audit report, within the time periods prescribed in Section I.5 (*Expenditure Audits*).

B. All adjustments initiated by the Operator, except those described in items (1) through (4) of this Section I.4.B, are limited to the twenty-four (24) month period following the end of the calendar year in which the original charge appeared or should have appeared on the Operator's Joint Account statement or payout statement. Adjustments that may be made beyond the twenty-four (24) month period are limited to adjustments resulting from the following:

- (1) a physical inventory of Controllable Material as provided for in Section V (*Inventories of Controllable Material*), or
- (2) an offsetting entry (whether in whole or in part) that is the direct result of a specific joint interest audit exception granted by the Operator relating to another property, or
- (3) a government/regulatory audit, or
- (4) a working interest ownership or Participating Interest adjustment.

5. EXPENDITURE AUDITS

A. A Non-Operator, upon written notice to the Operator and all other Non-Operators, shall have the right to audit the Operator's accounts and records relating to the Joint Account within the twenty-four (24) month period following the end of such calendar year in which such bill was rendered; however, conducting an audit shall not extend the time for the taking of written exception to and the adjustment of accounts as provided for in Section I.4 (*Adjustments*). Any Party that is subject to payout accounting under the Agreement shall have the right to audit the accounts and records of the Party responsible for preparing the payout statements, or of the Party furnishing information to the Party responsible for preparing payout statements. Audits of payout accounts may include the volumes of hydrocarbons produced and saved and proceeds received for such hydrocarbons as they pertain to payout accounting required under the Agreement. Unless otherwise provided in the Agreement, audits of a payout account shall be conducted within the twenty-four (24) month period following the end of the calendar year in which the payout statement was rendered.



Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct a joint audit in a manner that will result in a minimum of inconvenience to the Operator. The Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph unless agreed to by the Operator. The audits shall not be conducted more than once each year without prior approval of the Operator, except upon the resignation or removal of the Operator, and shall be made at the expense of those Non-Operators approving such audit.

The Non-Operator leading the audit (hereinafter "lead audit company") shall issue the audit report within ninety (90) days after completion of the audit testing and analysis; however, the ninety (90) day time period shall not extend the twenty-four (24) month requirement for taking specific detailed written exception as required in Section I.4.A (*Adjustments*) above. All claims shall be supported with sufficient documentation.

A timely filed written exception or audit report containing written exceptions (hereinafter "written exceptions") shall, with respect to the claims made therein, preclude the Operator from asserting a statute of limitations defense against such claims, and the Operator hereby waives its right to assert any statute of limitations defense against such claims for so long as any Non-Operator continues to comply with the deadlines for resolving exceptions provided in this Accounting Procedure. If the Non-Operators fail to comply with the additional deadlines in Section I.5.B or I.5.C, the Operator's waiver of its rights to assert a statute of limitations defense against the claims brought by the Non-Operators shall lapse, and such claims shall then be subject to the applicable statute of limitations, provided that such waiver shall not lapse in the event that the Operator has failed to comply with the deadlines in Section I.5.B or I.5.C.

B. The Operator shall provide a written response to all exceptions in an audit report within one hundred eighty (180) days after Operator receives such report. Denied exceptions should be accompanied by a substantive response. If the Operator fails to provide substantive response to an exception within this one hundred eighty (180) day period, the Operator will owe interest on that exception or portion thereof, if ultimately granted, from the date it received the audit report. Interest shall be calculated using the rate set forth in Section I.3.B (*Advances and Payments by the Parties*).

C. The lead audit company shall reply to the Operator's response to an audit report within ninety (90) days of receipt, and the Operator shall reply to the lead audit company's follow-up response within ninety (90) days of receipt; provided, however, each Non-Operator shall have the right to represent itself if it disagrees with the lead audit company's position or believes the lead audit company is not adequately fulfilling its duties. Unless otherwise provided for in Section I.5.E, if the Operator fails to provide substantive response to an exception within this ninety (90) day period, the Operator will owe interest on that exception or portion thereof, if ultimately granted, from the date it received the audit report. Interest shall be calculated using the rate set forth in Section I.3.B (*Advances and Payments by the Parties*).

D. If any Party fails to meet the deadlines in Sections I.5.B or I.5.C or if any audit issues are outstanding fifteen (15) months after Operator receives the audit report, the Operator or any Non-Operator participating in the audit has the right to call a resolution meeting, as set forth in this Section I.5.D or it may invoke the dispute resolution procedures included in the Agreement, if applicable. The meeting will require one month's written notice to the Operator and all Non-Operators participating in the audit. The meeting shall be held at the Operator's office or mutually agreed location, and shall be attended by representatives of the Parties with authority to resolve such outstanding issues. Any Party who fails to attend the resolution meeting shall be bound by any resolution reached at the meeting. The lead audit company will make good faith efforts to coordinate the response and positions of the Non-Operator participants throughout the resolution process; however, each Non-Operator shall have the right to represent itself. Attendees will make good faith efforts to resolve outstanding issues, and each Party will be required to present substantive information supporting its position. A resolution meeting may be held as often as agreed to by the Parties. Issues unresolved at one meeting may be discussed at subsequent meetings until each such issue is resolved.

If the Agreement contains no dispute resolution procedures and the audit issues cannot be resolved by negotiation, the dispute shall be submitted to mediation. In such event, promptly following one Party's written request for mediation, the Parties to the dispute shall choose a mutually acceptable mediator and share the costs of mediation services equally. The Parties shall each have present at the mediation at least one individual who has the authority to settle the dispute. The Parties shall make reasonable efforts to ensure that the mediation commences within sixty (60) days of the date of the mediation request. Notwithstanding the above, any Party may file a lawsuit or complaint (1) if the Parties are unable after reasonable efforts, to commence mediation within sixty (60) days of the date of the mediation request, (2) for statute of limitations reasons, or (3) to seek a preliminary injunction or other provisional judicial relief, if in its sole judgment an injunction or other provisional relief is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the Parties shall continue to try to resolve the dispute by mediation.

E. ☐ (**Optional Provision – Forfeiture Penalties**)

If the Non-Operators fail to meet the deadline in Section I.5.C, any unresolved exceptions that were not addressed by the Non-Operators within one (1) year following receipt of the last substantive response of the Operator shall be deemed to have been withdrawn by the Non-Operators. If the Operator fails to meet the deadlines in Section I.5.B or I.5.C, any unresolved exceptions that were not addressed by the Operator within one (1) year following receipt of the audit report or receipt of the last substantive response of the Non-Operators, whichever is later, shall be deemed to have been granted by the Operator and adjustments shall be made, without interest, to the Joint Account.



6. APPROVAL BY PARTIES

A. GENERAL MATTERS

Where an approval or other agreement of the Parties or Non-Operators is expressly required under other Sections of this Accounting Procedure and if the Agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, the Operator shall notify all Non-Operators of the Operator's proposal and the agreement or approval of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.

This Section I.6.A applies to specific situations of limited duration where a Party proposes to change the accounting for charges from that prescribed in this Accounting Procedure. This provision does not apply to amendments to this Accounting Procedure, which are covered by Section I.6.B.

B. AMENDMENTS

If the Agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, this Accounting Procedure can be amended by an affirmative vote of one (1%) or more Parties, one of which is the Operator, having a combined working interest of at least fifty percent (50 %), which approval shall be binding on all Parties, provided, however, approval of at least one (1) Non-Operator shall be required.

C. AFFILIATES

For the purpose of administering the voting procedures of Sections I.6.A and I.6.B, if Parties to this Agreement are Affiliates of each other, then such Affiliates shall be combined and treated as a single Party having the combined working interest or Participating Interest of such Affiliates.

For the purposes of administering the voting procedures in Section I.6.A, if a Non-Operator is an Affiliate of the Operator, votes under Section I.6.A shall require the majority in interest of the Non-Operator(s) after excluding the interest of the Operator's Affiliate.

II. DIRECT CHARGES

The Operator shall charge the Joint Account with the following items:

1. RENTALS AND ROYALTIES

Lease rentals and royalties paid by the Operator, on behalf of all Parties, for the Joint Operations.

2. LABOR

A. Salaries and wages, including incentive compensation programs as set forth in COPAS MFI-37 ("Chargeability of Incentive Compensation Programs"), for:

- (1) Operator's field employees directly employed On-site in the conduct of Joint Operations,
- (2) Operator's employees directly employed on Shore Base Facilities, Offshore Facilities, or other facilities serving the Joint Property if such costs are not charged under Section II.6 (*Equipment and Facilities Furnished by Operator*) or are not a function covered under Section III (*Overhead*),
- (3) Operator's employees providing First Level Supervision,
- (4) Operator's employees providing On-site Technical Services for the Joint Property if such charges are excluded from the overhead rates in Section III (*Overhead*),
- (5) Operator's employees providing Off-site Technical Services for the Joint Property if such charges are excluded from the overhead rates in Section III (*Overhead*).

Charges for the Operator's employees identified in Section II.2.A may be made based on the employee's actual salaries and wages, or in lieu thereof, a day rate representing the Operator's average salaries and wages of the employee's specific job category.

Charges for personnel chargeable under this Section II.2.A who are foreign nationals shall not exceed comparable compensation paid to an equivalent U.S. employee pursuant to this Section II.2, unless otherwise approved by the Parties pursuant to Section I.6.A (*General Matters*).

B. Operator's cost of holiday, vacation, sickness, and disability benefits, and other customary allowances paid to employees whose salaries and wages are chargeable to the Joint Account under Section II.2.A, excluding severance payments or other termination allowances. Such costs under this Section II.2.B may be charged on a "when and as-paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Section II.2.A. If percentage assessment is used, the rate shall be based on the Operator's cost experience.



- C. Expenditures or contributions made pursuant to assessments imposed by governmental authority that are applicable to costs chargeable to the Joint Account under Sections II.2.A and B.
- D. Personal Expenses of personnel whose salaries and wages are chargeable to the Joint Account under Section II.2.A when the expenses are incurred in connection with directly chargeable activities.
- E. Reasonable relocation costs incurred in transferring to the Joint Property personnel whose salaries and wages are chargeable to the Joint Account under Section II.2.A. Notwithstanding the foregoing, relocation costs that result from reorganization or merger of a Party, or that are for the primary benefit of the Operator, shall not be chargeable to the Joint Account. Extraordinary relocation costs, such as those incurred as a result of transfers from remote locations, such as Alaska or overseas, shall not be charged to the Joint Account unless approved by the Parties pursuant to Section I.6.A (*General Matters*).
- F. Training costs as specified in COPAS MFI-35 ("Charging of Training Costs to the Joint Account") for personnel whose salaries and wages are chargeable under Section II.2.A. This training charge shall include the wages, salaries, training course cost, and Personal Expenses incurred during the training session. The training cost shall be charged or allocated to the property or properties directly benefiting from the training. The cost of the training course shall not exceed prevailing commercial rates, where such rates are available.
- G. Operator's current cost of established plans for employee benefits, as described in COPAS MFI-27 ("Employee Benefits Chargeable to Joint Operations and Subject to Percentage Limitation"), applicable to the Operator's labor costs chargeable to the Joint Account under Sections II.2.A and B based on the Operator's actual cost not to exceed the employee benefits limitation percentage most recently recommended by COPAS.
- H. Award payments to employees, in accordance with COPAS MFI-49 ("Awards to Employees and Contractors") for personnel whose salaries and wages are chargeable under Section II.2.A.

3. MATERIAL

Material purchased or furnished by the Operator for use on the Joint Property in the conduct of Joint Operations as provided under Section IV (*Material Purchases, Transfers, and Dispositions*). Only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use or is reasonably practical and consistent with efficient and economical operations. The accumulation of surplus stocks shall be avoided.

4. TRANSPORTATION

- A. Transportation of the Operator's, Operator's Affiliate's, or contractor's personnel necessary for Joint Operations.
- B. Transportation of Material between the Joint Property and another property, or from the Operator's warehouse or other storage point to the Joint Property, shall be charged to the receiving property using one of the methods listed below. Transportation of Material from the Joint Property to the Operator's warehouse or other storage point shall be paid for by the Joint Property using one of the methods listed below:
 - (1) If the actual trucking charge is less than or equal to the Excluded Amount the Operator may charge actual trucking cost or a theoretical charge from the Railway Receiving Point to the Joint Property. The basis for the theoretical charge is the per hundred weight charge plus fuel surcharges from the Railway Receiving Point to the Joint Property. The Operator shall consistently apply the selected alternative.
 - (2) If the actual trucking charge is greater than the Excluded Amount, the Operator shall charge Equalized Freight. Accessorial charges such as loading and unloading costs, split pick-up costs, detention, call out charges, and permit fees shall be charged directly to the Joint Property and shall not be included when calculating the Equalized Freight.

5. SERVICES

The cost of contract services, equipment, and utilities used in the conduct of Joint Operations, except for contract services, equipment, and utilities covered by Section III (*Overhead*), or Section II.7 (*Affiliates*), or excluded under Section II.9 (*Legal Expense*). Awards paid to contractors shall be chargeable pursuant to COPAS MFI-49 ("Awards to Employees and Contractors").

The costs of third party Technical Services are chargeable to the extent excluded from the overhead rates under Section III (*Overhead*).

6. EQUIPMENT AND FACILITIES FURNISHED BY OPERATOR

In the absence of a separately negotiated agreement, equipment and facilities furnished by the Operator will be charged as follows:

- A. The Operator shall charge the Joint Account for use of Operator-owned equipment and facilities, including but not limited to production facilities, Shore Base Facilities, Offshore Facilities, and Field Offices, at rates commensurate with the costs of ownership and operation. The cost of Field Offices shall be chargeable to the extent the Field Offices provide direct service to personnel who are chargeable pursuant to Section II.2.A (*Labor*). Such rates may include labor, maintenance, repairs, other operating expense, insurance, taxes, depreciation using straight line depreciation method, and interest on gross investment less accumulated depreciation



not to exceed eight percent (8%) per annum; provided, however, depreciation shall not be charged when the equipment and facilities investment have been fully depreciated. The rate may include an element of the estimated cost for abandonment, reclamation, and dismantlement. Such rates shall not exceed the average commercial rates currently prevailing in the immediate area of the Joint Property.

- B. In lieu of charges in Section II.6.A above, the Operator may elect to use average commercial rates prevailing in the immediate area of the Joint Property, less twenty percent (20%). If equipment and facilities are charged under this Section II.6.B, the Operator shall adequately document and support commercial rates and shall periodically review and update the rate and the supporting documentation. For automotive equipment, the Operator may elect to use rates published by the Petroleum Motor Transport Association (PMTA) or such other organization recognized by COPAS as the official source of rates.

7. AFFILIATES

- A. Charges for an Affiliate's goods and/or services used in operations requiring an AFE or other authorization from the Non-Operators may be made without the approval of the Parties provided (i) the Affiliate is identified and the Affiliate goods and services are specifically detailed in the approved AFE or other authorization, and (ii) the total costs for such Affiliate's goods and services billed to such individual project do not exceed \$ 50,000.00. If the total costs for an Affiliate's goods and services charged to such individual project are not specifically detailed in the approved AFE or authorization or exceed such amount, charges for such Affiliate shall require approval of the Parties, pursuant to Section I.6.A (*General Matters*).
- B. For an Affiliate's goods and/or services used in operations not requiring an AFE or other authorization from the Non-Operators, charges for such Affiliate's goods and services shall require approval of the Parties, pursuant to Section I.6.A (*General Matters*), if the charges exceed \$ 50,000.00 in a given calendar year.
- C. The cost of the Affiliate's goods or services shall not exceed average commercial rates prevailing in the area of the Joint Property, unless the Operator obtains the Non-Operators' approval of such rates. The Operator shall adequately document and support commercial rates and shall periodically review and update the rate and the supporting documentation; provided, however, documentation of commercial rates shall not be required if the Operator obtains Non-Operator approval of its Affiliate's rates or charges prior to billing Non-Operators for such Affiliate's goods and services. Notwithstanding the foregoing, direct charges for Affiliate-owned communication facilities or systems shall be made pursuant to Section II.12 (*Communications*).

If the Parties fail to designate an amount in Sections II.7.A or II.7.B, in each instance the amount deemed adopted by the Parties as a result of such omission shall be the amount established as the Operator's expenditure limitation in the Agreement. If the Agreement does not contain an Operator's expenditure limitation, the amount deemed adopted by the Parties as a result of such omission shall be zero dollars (\$ 0.00).

8. DAMAGES AND LOSSES TO JOINT PROPERTY

All costs or expenses necessary for the repair or replacement of Joint Property resulting from damages or losses incurred, except to the extent such damages or losses result from a Party's or Parties' gross negligence or willful misconduct, in which case such Party or Parties shall be solely liable.

The Operator shall furnish the Non-Operator written notice of damages or losses incurred as soon as practicable after a report has been received by the Operator.

9. LEGAL EXPENSE

Recording fees and costs of handling, settling, or otherwise discharging litigation, claims, and liens incurred in or resulting from operations under the Agreement, or necessary to protect or recover the Joint Property, to the extent permitted under the Agreement. Costs of the Operator's or Affiliate's legal staff or outside attorneys, including fees and expenses, are not chargeable unless approved by the Parties pursuant to Section I.6.A (*General Matters*) or otherwise provided for in the Agreement.

Notwithstanding the foregoing paragraph, costs for procuring abstracts, fees paid to outside attorneys for title examinations (including preliminary, supplemental, shut-in royalty opinions, division order title opinions), and curative work shall be chargeable to the extent permitted as a direct charge in the Agreement.

10. TAXES AND PERMITS

All taxes and permitting fees of every kind and nature, assessed or levied upon or in connection with the Joint Property, or the production therefrom, and which have been paid by the Operator for the benefit of the Parties, including penalties and interest, except to the extent the penalties and interest result from the Operator's gross negligence or willful misconduct.

If ad valorem taxes paid by the Operator are based in whole or in part upon separate valuations of each Party's working interest, then notwithstanding any contrary provisions, the charges to the Parties will be made in accordance with the tax value generated by each Party's working interest.



Costs of tax consultants or advisors, the Operator’s employees, or Operator’s Affiliate employees in matters regarding ad valorem or other tax matters, are not permitted as direct charges unless approved by the Parties pursuant to Section I.6.A (*General Matters*).

Charges to the Joint Account resulting from sales/use tax audits, including extrapolated amounts and penalties and interest, are permitted, provided the Non-Operator shall be allowed to review the invoices and other underlying source documents which served as the basis for tax charges and to determine that the correct amount of taxes were charged to the Joint Account. If the Non-Operator is not permitted to review such documentation, the sales/use tax amount shall not be directly charged unless the Operator can conclusively document the amount owed by the Joint Account.

11. INSURANCE

Net premiums paid for insurance required to be carried for Joint Operations for the protection of the Parties. If Joint Operations are conducted at locations where the Operator acts as self-insurer in regard to its worker’s compensation and employer’s liability insurance obligation, the Operator shall charge the Joint Account manual rates for the risk assumed in its self-insurance program as regulated by the jurisdiction governing the Joint Property. In the case of offshore operations in federal waters, the manual rates of the adjacent state shall be used for personnel performing work On-site, and such rates shall be adjusted for offshore operations by the U.S. Longshoreman and Harbor Workers (USL&H) or Jones Act surcharge, as appropriate.

12. COMMUNICATIONS

Costs of acquiring, leasing, installing, operating, repairing, and maintaining communication facilities or systems, including satellite, radio and microwave facilities, between the Joint Property and the Operator’s office(s) directly responsible for field operations in accordance with the provisions of COPAS MFI-44 (“Field Computer and Communication Systems”). If the communications facilities or systems serving the Joint Property are Operator-owned, charges to the Joint Account shall be made as provided in Section II.6 (*Equipment and Facilities Furnished by Operator*). If the communication facilities or systems serving the Joint Property are owned by the Operator’s Affiliate, charges to the Joint Account shall not exceed average commercial rates prevailing in the area of the Joint Property. The Operator shall adequately document and support commercial rates and shall periodically review and update the rate and the supporting documentation.

13. ECOLOGICAL, ENVIRONMENTAL, AND SAFETY

Costs incurred for Technical Services and drafting to comply with ecological, environmental and safety Laws or standards recommended by Occupational Safety and Health Administration (OSHA) or other regulatory authorities. All other labor and functions incurred for ecological, environmental and safety matters, including management, administration, and permitting, shall be covered by Sections II.2 (*Labor*), II.5 (*Services*), or Section III (*Overhead*), as applicable.

Costs to provide or have available pollution containment and removal equipment plus actual costs of control and cleanup and resulting responsibilities of oil and other spills as well as discharges from permitted outfalls as required by applicable Laws, or other pollution containment and removal equipment deemed appropriate by the Operator for prudent operations, are directly chargeable.

14. ABANDONMENT AND RECLAMATION

Costs incurred for abandonment and reclamation of the Joint Property, including costs required by lease agreements or by Laws.

15. OTHER EXPENDITURES

Any other expenditure not covered or dealt with in the foregoing provisions of this Section II (*Direct Charges*), or in Section III (*Overhead*) and which is of direct benefit to the Joint Property and is incurred by the Operator in the necessary and proper conduct of the Joint Operations. Charges made under this Section II.15 shall require approval of the Parties, pursuant to Section I.6.A (*General Matters*).

III. OVERHEAD

As compensation for costs not specifically identified as chargeable to the Joint Account pursuant to Section II (*Direct Charges*), the Operator shall charge the Joint Account in accordance with this Section III.

Functions included in the overhead rates regardless of whether performed by the Operator, Operator’s Affiliates or third parties and regardless of location, shall include, but not be limited to, costs and expenses of:

- warehousing, other than for warehouses that are jointly owned under this Agreement
- design and drafting (except when allowed as a direct charge under Sections II.13, III.1.A(ii), and III.2, Option B)
- inventory costs not chargeable under Section V (*Inventories of Controllable Material*)
- procurement
- administration
- accounting and auditing
- gas dispatching and gas chart integration



- human resources
- management
- supervision not directly charged under Section II.2 (*Labor*)
- legal services not directly chargeable under Section II.9 (*Legal Expense*)
- taxation, other than those costs identified as directly chargeable under Section II.10 (*Taxes and Permits*)
- preparation and monitoring of permits and certifications; preparing regulatory reports; appearances before or meetings with governmental agencies or other authorities having jurisdiction over the Joint Property, other than On-site inspections; reviewing, interpreting, or submitting comments on or lobbying with respect to Laws or proposed Laws.

Overhead charges shall include the salaries or wages plus applicable payroll burdens, benefits, and Personal Expenses of personnel performing overhead functions, as well as office and other related expenses of overhead functions.

1. OVERHEAD—DRILLING AND PRODUCING OPERATIONS

As compensation for costs incurred but not chargeable under Section II (*Direct Charges*) and not covered by other provisions of this Section III, the Operator shall charge on either:

- ☒ (Alternative 1) Fixed Rate Basis, Section III.1.B.

A. TECHNICAL SERVICES

- (i) Except as otherwise provided in Section II.13 (*Ecological Environmental, and Safety*) and Section III.2 (*Overhead – Major Construction and Catastrophe*), or by approval of the Parties pursuant to Section I.6.A (*General Matters*), the salaries, wages, related payroll burdens and benefits, and Personal Expenses for **On-site** Technical Services, including third party Technical Services:

- ☒ (Alternative 1 – Direct) shall be charged direct to the Joint Account.

- (ii) Except as otherwise provided in Section II.13 (*Ecological, Environmental, and Safety*) and Section III.2 (*Overhead – Major Construction and Catastrophe*), or by approval of the Parties pursuant to Section I.6.A (*General Matters*), the salaries, wages, related payroll burdens and benefits, and Personal Expenses for **Off-site** Technical Services, including third party Technical Services:

- ☒ (Alternative 1 – All Overhead) shall be covered by the overhead rates.

- ☐ (Alternative 2 – All Direct) shall be charged direct to the Joint Account.

Notwithstanding anything to the contrary in this Section III, Technical Services provided by Operator’s Affiliates are subject to limitations set forth in Section II.7 (*Affiliates*). Charges for Technical personnel performing non-technical work shall not be governed by this Section III.1.A, but instead governed by other provisions of this Accounting Procedure relating to the type of work being performed.

B. OVERHEAD—FIXED RATE BASIS

- (1) The Operator shall charge the Joint Account at the following rates per well per month:

Drilling Well Rate per month \$ 40,000.00 (prorated for less than a full month)

Producing Well Rate per month \$ 4,000.00

- (2) Application of Overhead—Drilling Well Rate shall be as follows:

- (a) Charges for onshore drilling wells shall begin on the spud date and terminate on the date the drilling and/or completion equipment used on the well is released, whichever occurs later. Charges for offshore and inland waters drilling wells shall begin on the date the drilling or completion equipment arrives on location and terminate on the date the drilling or completion equipment moves off location, or is released, whichever occurs first. No charge shall be made during suspension of drilling and/or completion operations for fifteen (15) or more consecutive calendar days.
- (b) Charges for any well undergoing any type of workover, recompletion, and/or abandonment for a period of five (5) or more consecutive work-days shall be made at the Drilling Well Rate. Such charges shall be applied for the period from date operations, with rig or other units used in operations, commence through date of rig or other unit release, except that no charges shall be made during suspension of operations for fifteen (15) or more consecutive calendar days.

- (3) Application of Overhead—Producing Well Rate shall be as follows:

- (a) An active well that is produced, injected into for recovery or disposal, or used to obtain water supply to support operations for any portion of the month shall be considered as a one-well charge for the entire month.



- (b) Each active completion in a multi-completed well shall be considered as a one-well charge provided each completion is considered a separate well by the governing regulatory authority.
 - (c) A one-well charge shall be made for the month in which plugging and abandonment operations are completed on any well, unless the Drilling Well Rate applies, as provided in Sections III.1.B.(2)(a) or (b). This one-well charge shall be made whether or not the well has produced.
 - (d) An active gas well shut in because of overproduction or failure of a purchaser, processor, or transporter to take production shall be considered as a one-well charge provided the gas well is directly connected to a permanent sales outlet.
 - (e) Any well not meeting the criteria set forth in Sections III.1.B.(3) (a), (b), (c), or (d) shall not qualify for a producing overhead charge.
- (4) The well rates shall be adjusted on the first day of April each year following the effective date of the Agreement; provided, however, if this Accounting Procedure is attached to or otherwise governing the payout accounting under a farmout agreement, the rates shall be adjusted on the first day of April each year following the effective date of such farmout agreement. The adjustment shall be computed by applying the adjustment factor most recently published by COPAS. The adjusted rates shall be the initial or amended rates agreed to by the Parties increased or decreased by the adjustment factor described herein, for each year from the effective date of such rates, in accordance with COPAS MFI-47 (“Adjustment of Overhead Rates”).

2. OVERHEAD—MAJOR CONSTRUCTION AND CATASTROPHE

To compensate the Operator for overhead costs incurred in connection with a Major Construction project or Catastrophe, the Operator shall either negotiate a rate prior to the beginning of the project, or shall charge the Joint Account for overhead based on the following rates for any Major Construction project in excess of the Operator’s expenditure limit under the Agreement, or for any Catastrophe regardless of the amount. If the Agreement to which this Accounting Procedure is attached does not contain an expenditure limit, Major Construction Overhead shall be assessed for any single Major Construction project costing in excess of \$100,000 gross.

Major Construction shall mean the construction and installation of fixed assets, the expansion of fixed assets, and any other project clearly discernible as a fixed asset required for the development and operation of the Joint Property, or in the dismantlement, abandonment, removal, and restoration of platforms, production equipment, and other operating facilities.

Catastrophe is defined as a sudden calamitous event bringing damage, loss, or destruction to property or the environment, such as an oil spill, blowout, explosion, fire, storm, hurricane, or other disaster. The overhead rate shall be applied to those costs necessary to restore the Joint Property to the equivalent condition that existed prior to the event.

A. If the Operator absorbs the engineering, design and drafting costs related to the project:

- (1) 5 % of total costs if such costs are less than \$100,000; plus
- (2) 3 % of total costs in excess of \$100,000 but less than \$1,000,000; plus
- (3) 2 % of total costs in excess of \$1,000,000.

B. If the Operator charges engineering, design and drafting costs related to the project directly to the Joint Account:

- (1) 5 % of total costs if such costs are less than \$100,000; plus
- (2) 3 % of total costs in excess of \$100,000 but less than \$1,000,000; plus
- (3) 2 % of total costs in excess of \$1,000,000.

Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the component parts of a single Major Construction project shall not be treated separately, and the cost of drilling and workover wells and purchasing and installing pumping units and downhole artificial lift equipment shall be excluded. For Catastrophes, the rates shall be applied to all costs associated with each single occurrence or event.

On each project, the Operator shall advise the Non-Operator(s) in advance which of the above options shall apply.

For the purposes of calculating Catastrophe Overhead, the cost of drilling relief wells, substitute wells, or conducting other well operations directly resulting from the catastrophic event shall be included. Expenditures to which these rates apply shall not be reduced by salvage or insurance recoveries. Expenditures that qualify for Major Construction or Catastrophe Overhead shall not qualify for overhead under any other overhead provisions.

In the event of any conflict between the provisions of this Section III.2 and the provisions of Sections II.2 (*Labor*), II.5 (*Services*), or II.7 (*Affiliates*), the provisions of this Section III.2 shall govern.



3. AMENDMENT OF OVERHEAD RATES

The overhead rates provided for in this Section III may be amended from time to time if, in practice, the rates are found to be insufficient or excessive, in accordance with the provisions of Section I.6.B (*Amendments*).

IV. MATERIAL PURCHASES, TRANSFERS, AND DISPOSITIONS

The Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for direct purchases, transfers, and dispositions. The Operator shall provide all Material for use in the conduct of Joint Operations; however, Material may be supplied by the Non-Operators, at the Operator's option. Material furnished by any Party shall be furnished without any express or implied warranties as to quality, fitness for use, or any other matter.

1. DIRECT PURCHASES

Direct purchases shall be charged to the Joint Account at the price paid by the Operator after deduction of all discounts received. The Operator shall make good faith efforts to take discounts offered by suppliers, but shall not be liable for failure to take discounts except to the extent such failure was the result of the Operator's gross negligence or willful misconduct. A direct purchase shall be deemed to occur when an agreement is made between an Operator and a third party for the acquisition of Material for a specific well site or location. Material provided by the Operator under "vendor stocking programs," where the initial use is for a Joint Property and title of the Material does not pass from the manufacturer, distributor, or agent until usage, is considered a direct purchase. If Material is found to be defective or is returned to the manufacturer, distributor, or agent for any other reason, credit shall be passed to the Joint Account within sixty (60) days after the Operator has received adjustment from the manufacturer, distributor, or agent.

2. TRANSFERS

A transfer is determined to occur when the Operator (i) furnishes Material from a storage facility or from another operated property, (ii) has assumed liability for the storage costs and changes in value, and (iii) has previously secured and held title to the transferred Material. Similarly, the removal of Material from the Joint Property to a storage facility or to another operated property is also considered a transfer; provided, however, Material that is moved from the Joint Property to a storage location for safe-keeping pending disposition may remain charged to the Joint Account and is not considered a transfer. Material shall be disposed of in accordance with Section IV.3 (*Disposition of Surplus*) and the Agreement to which this Accounting Procedure is attached.

A. PRICING

The value of Material transferred to/from the Joint Property should generally reflect the market value on the date of physical transfer. Regardless of the pricing method used, the Operator shall make available to the Non-Operators sufficient documentation to verify the Material valuation. When higher than specification grade or size tubulars are used in the conduct of Joint Operations, the Operator shall charge the Joint Account at the equivalent price for well design specification tubulars, unless such higher specification grade or sized tubulars are approved by the Parties pursuant to Section I.6.A (*General Matters*). Transfers of new Material will be priced using one of the following pricing methods; provided, however, the Operator shall use consistent pricing methods, and not alternate between methods for the purpose of choosing the method most favorable to the Operator for a specific transfer:

- (1) Using published prices in effect on date of movement as adjusted by the appropriate COPAS Historical Price Multiplier (HPM) or prices provided by the COPAS Computerized Equipment Pricing System (CEPS).
 - (a) For oil country tubulars and line pipe, the published price shall be based upon eastern mill carload base prices (Houston, Texas, for special end) adjusted as of date of movement, plus transportation cost as defined in Section IV.2.B (*Freight*).
 - (b) For other Material, the published price shall be the published list price in effect at date of movement, as listed by a Supply Store nearest the Joint Property where like Material is normally available, or point of manufacture plus transportation costs as defined in Section IV.2.B (*Freight*).
- (2) Based on a price quotation from a vendor that reflects a current realistic acquisition cost.
- (3) Based on the amount paid by the Operator for like Material in the vicinity of the Joint Property within the previous twelve (12) months from the date of physical transfer.
- (4) As agreed to by the Participating Parties for Material being transferred to the Joint Property, and by the Parties owning the Material for Material being transferred from the Joint Property.

B. FREIGHT

Transportation costs shall be added to the Material transfer price using the method prescribed by the COPAS Computerized Equipment Pricing System (CEPS). If not using CEPS, transportation costs shall be calculated as follows:

- (1) Transportation costs for oil country tubulars and line pipe shall be calculated using the distance from eastern mill to the Railway Receiving Point based on the carload weight basis as recommended by the COPAS MFI-38 ("Material Pricing Manual") and other COPAS MFIs in effect at the time of the transfer.



(2) Transportation costs for special mill items shall be calculated from that mill's shipping point to the Railway Receiving Point. For transportation costs from other than eastern mills, the 30,000-pound interstate truck rate shall be used. Transportation costs for macaroni tubing shall be calculated based on the interstate truck rate per weight of tubing transferred to the Railway Receiving Point.

(3) Transportation costs for special end tubular goods shall be calculated using the interstate truck rate from Houston, Texas, to the Railway Receiving Point.

(4) Transportation costs for Material other than that described in Sections IV.2.B.(1) through (3), shall be calculated from the Supply Store or point of manufacture, whichever is appropriate, to the Railway Receiving Point

Regardless of whether using CEPS or manually calculating transportation costs, transportation costs from the Railway Receiving Point to the Joint Property are in addition to the foregoing, and may be charged to the Joint Account based on actual costs incurred. All transportation costs are subject to Equalized Freight as provided in Section II.4 (*Transportation*) of this Accounting Procedure.

C. TAXES

Sales and use taxes shall be added to the Material transfer price using either the method contained in the COPAS Computerized Equipment Pricing System (CEPS) or the applicable tax rate in effect for the Joint Property at the time and place of transfer. In either case, the Joint Account shall be charged or credited at the rate that would have governed had the Material been a direct purchase.

D. CONDITION

(1) Condition "A" – New and unused Material in sound and serviceable condition shall be charged at one hundred percent (100%) of the price as determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*). Material transferred from the Joint Property that was not placed in service shall be credited as charged without gain or loss; provided, however, any unused Material that was charged to the Joint Account through a direct purchase will be credited to the Joint Account at the original cost paid less restocking fees charged by the vendor. New and unused Material transferred from the Joint Property may be credited at a price other than the price originally charged to the Joint Account provided such price is approved by the Parties owning such Material, pursuant to Section I.6.A (*General Matters*). All refurbishing costs required or necessary to return the Material to original condition or to correct handling, transportation, or other damages will be borne by the divesting property. The Joint Account is responsible for Material preparation, handling, and transportation costs for new and unused Material charged to the Joint Property either through a direct purchase or transfer. Any preparation costs incurred, including any internal or external coating and wrapping, will be credited on new Material provided these services were not repeated for such Material for the receiving property.

(2) Condition "B" – Used Material in sound and serviceable condition and suitable for reuse without reconditioning shall be priced by multiplying the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*) by seventy-five percent (75%).

Except as provided in Section IV.2.D(3), all reconditioning costs required to return the Material to Condition "B" or to correct handling, transportation or other damages will be borne by the divesting property.

If the Material was originally charged to the Joint Account as used Material and placed in service for the Joint Property, the Material will be credited at the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*) multiplied by sixty-five percent (65%).

Unless otherwise agreed to by the Parties that paid for such Material, used Material transferred from the Joint Property that was not placed in service on the property shall be credited as charged without gain or loss.

(3) Condition "C" – Material that is not in sound and serviceable condition and not suitable for its original function until after reconditioning shall be priced by multiplying the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*) by fifty percent (50%).

The cost of reconditioning may be charged to the receiving property to the extent Condition "C" value, plus cost of reconditioning, does not exceed Condition "B" value.

(4) Condition "D" – Material that (i) is no longer suitable for its original purpose but useable for some other purpose, (ii) is obsolete, or (iii) does not meet original specifications but still has value and can be used in other applications as a substitute for items with different specifications, is considered Condition "D" Material. Casing, tubing, or drill pipe used as line pipe shall be priced as Grade A and B seamless line pipe of comparable size and weight. Used casing, tubing, or drill pipe utilized as line pipe shall be priced at used line pipe prices. Casing, tubing, or drill pipe used as higher pressure service lines than standard line pipe, e.g., power oil lines, shall be priced under normal pricing procedures for casing, tubing, or drill pipe. Upset tubular goods shall be priced on a non-upset basis. For other items, the price used should result in the Joint Account being charged or credited with the value of the service rendered or use of the Material, or as agreed to by the Parties pursuant to Section I.6.A (*General Matters*).

(5) Condition "E" – Junk shall be priced at prevailing scrap value prices.



1 E. OTHER PRICING PROVISIONS

2
3 (1) Preparation Costs

4
5 Subject to Section II (*Direct Charges*) and Section III (*Overhead*) of this Accounting Procedure, costs incurred by the Operator
6 in making Material serviceable including inspection, third party surveillance services, and other similar services will be charged
7 to the Joint Account at prices which reflect the Operator's actual costs of the services. Documentation must be provided to the
8 Non-Operators upon request to support the cost of service. New coating and/or wrapping shall be considered a component of
9 the Materials and priced in accordance with Sections IV.1 (*Direct Purchases*) or IV.2.A (*Pricing*), as applicable. No charges or
10 credits shall be made for used coating or wrapping. Charges and credits for inspections shall be made in accordance with
11 COPAS MFI-38 ("Material Pricing Manual").

12
13 (2) Loading and Unloading Costs

14
15 Loading and unloading costs related to the movement of the Material to the Joint Property shall be charged in accordance with
16 the methods specified in COPAS MFI-38 ("Material Pricing Manual").

17
18 3. DISPOSITION OF SURPLUS

19
20 Surplus Material is that Material, whether new or used, that is no longer required for Joint Operations. The Operator may purchase, but
21 shall be under no obligation to purchase, the interest of the Non-Operators in surplus Material.

22
23 Dispositions for the purpose of this procedure are considered to be the relinquishment of title of the Material from the Joint Property to
24 either a third party, a Non-Operator, or to the Operator. To avoid the accumulation of surplus Material, the Operator should make good
25 faith efforts to dispose of surplus within twelve (12) months through buy/sale agreements, trade, sale to a third party, division in kind, or
26 other dispositions as agreed to by the Parties.

27
28 Disposal of surplus Materials shall be made in accordance with the terms of the Agreement to which this Accounting Procedure is
29 attached. If the Agreement contains no provisions governing disposal of surplus Material, the following terms shall apply:

- 30
31 • The Operator may, through a sale to an unrelated third party or entity, dispose of surplus Material having a gross sale value that
32 is less than or equal to the Operator's expenditure limit as set forth in the Agreement to which this Accounting Procedure is
33 attached without the prior approval of the Parties owning such Material.
- 34
35 • If the gross sale value exceeds the Agreement expenditure limit, the disposal must be agreed to by the Parties owning such
36 Material.
- 37
38 • Operator may purchase surplus Condition "A" or "B" Material without approval of the Parties owning such Material, based on
39 the pricing methods set forth in Section IV.2 (*Transfers*).
- 40
41 • Operator may purchase Condition "C" Material without prior approval of the Parties owning such Material if the value of the
42 Materials, based on the pricing methods set forth in Section IV.2 (*Transfers*), is less than or equal to the Operator's expenditure
43 limitation set forth in the Agreement. The Operator shall provide documentation supporting the classification of the Material as
44 Condition C.
- 45
46 • Operator may dispose of Condition "D" or "E" Material under procedures normally utilized by Operator without prior approval
47 of the Parties owning such Material.

48
49 4. SPECIAL PRICING PROVISIONS

50
51 A. PREMIUM PRICING

52
53 Whenever Material is available only at inflated prices due to national emergencies, strikes, government imposed foreign trade
54 restrictions, or other unusual causes over which the Operator has no control, for direct purchase the Operator may charge the Joint
55 Account for the required Material at the Operator's actual cost incurred in providing such Material, making it suitable for use, and
56 moving it to the Joint Property. Material transferred or disposed of during premium pricing situations shall be valued in accordance
57 with Section IV.2 (*Transfers*) or Section IV.3 (*Disposition of Surplus*), as applicable.

58
59 B. SHOP-MADE ITEMS

60
61 Items fabricated by the Operator's employees, or by contract laborers under the direction of the Operator, shall be priced using the
62 value of the Material used to construct the item plus the cost of labor to fabricate the item. If the Material is from the Operator's
63 scrap or junk account, the Material shall be priced at either twenty-five percent (25%) of the current price as determined in Section
64 IV.2.A (*Pricing*) or scrap value, whichever is higher. In no event shall the amount charged exceed the value of the item
65 commensurate with its use.



C. MILL REJECTS

Mill rejects purchased as “limited service” casing or tubing shall be priced at eighty percent (80%) of K-55/J-55 price as determined in Section IV.2 (*Transfers*). Line pipe converted to casing or tubing with casing or tubing couplings attached shall be priced as K-55/J-55 casing or tubing at the nearest size and weight.

V. INVENTORIES OF CONTROLLABLE MATERIAL

The Operator shall maintain records of Controllable Material charged to the Joint Account, with sufficient detail to perform physical inventories.

Adjustments to the Joint Account by the Operator resulting from a physical inventory of Controllable Material shall be made within twelve (12) months following the taking of the inventory or receipt of Non-Operator inventory report. Charges and credits for overages or shortages will be valued for the Joint Account in accordance with Section IV.2 (*Transfers*) and shall be based on the Condition “B” prices in effect on the date of physical inventory unless the inventorying Parties can provide sufficient evidence another Material condition applies.

1. DIRECTED INVENTORIES

Physical inventories shall be performed by the Operator upon written request of a majority in working interests of the Non-Operators (hereinafter, “directed inventory”); provided, however, the Operator shall not be required to perform directed inventories more frequently than once every five (5) years. Directed inventories shall be commenced within one hundred eighty (180) days after the Operator receives written notice that a majority in interest of the Non-Operators has requested the inventory. All Parties shall be governed by the results of any directed inventory.

Expenses of directed inventories will be borne by the Joint Account; provided, however, costs associated with any post-report follow-up work in settling the inventory will be absorbed by the Party incurring such costs. The Operator is expected to exercise judgment in keeping expenses within reasonable limits. Any anticipated disproportionate or extraordinary costs should be discussed and agreed upon prior to commencement of the inventory. Expenses of directed inventories may include the following:

- A. A per diem rate for each inventory person, representative of actual salaries, wages, and payroll burdens and benefits of the personnel performing the inventory or a rate agreed to by the Parties pursuant to Section I.6.A (*General Matters*). The per diem rate shall also be applied to a reasonable number of days for pre-inventory work and report preparation.
- B. Actual transportation costs and Personal Expenses for the inventory team.
- C. Reasonable charges for report preparation and distribution to the Non-Operators.

2. NON-DIRECTED INVENTORIES

A. OPERATOR INVENTORIES

Physical inventories that are not requested by the Non-Operators may be performed by the Operator, at the Operator’s discretion. The expenses of conducting such Operator-initiated inventories shall not be charged to the Joint Account.

B. NON-OPERATOR INVENTORIES

Subject to the terms of the Agreement to which this Accounting Procedure is attached, the Non-Operators may conduct a physical inventory at reasonable times at their sole cost and risk after giving the Operator at least ninety (90) days prior written notice. The Non-Operator inventory report shall be furnished to the Operator in writing within ninety (90) days of completing the inventory fieldwork.

C. SPECIAL INVENTORIES

The expense of conducting inventories other than those described in Sections V.1 (*Directed Inventories*), V.2.A (*Operator Inventories*), or V.2.B (*Non-Operator Inventories*), shall be charged to the Party requesting such inventory; provided, however, inventories required due to a change of Operator shall be charged to the Joint Account in the same manner as described in Section V.1 (*Directed Inventories*).

Exhibit "F"

PERFORMANCE BOND

Bond No. _____

Amount _____

Know All by These Presents,

That we, [Name]
[Address]
[Address]

(hereinafter called the Principal), as Principal, and Surety

a corporation duly organized under the laws of the State of [●] (hereinafter called the Surety), as Surety,
are held and firmly bound unto

[Name]
[Address]
[Address]

(hereinafter called the Obligee), in the maximum penal sum of (\$) (hereinafter called the
Maximum Penal Sum); for the payment of which we, the said Principal and the said Surety, bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this day of September, 2020.

WHEREAS, the Principal and Obligee are parties to that certain Joint Operating Agreement dated effective
as of [] (the "Agreement") covering in relevant part the oil and gas lease covering the
properties described on Exhibit "A" attached hereto and made a part hereof (the "Property");

WHEREAS, pursuant to the Agreement, Principal has exercised its right to withdraw from the Agreement
and to assign to Obligee its interests in and to the Property and associated equipment and facilities that are
subject to and covered by the Agreement as of the effective date of the Principal's withdrawal from the
Agreement (the "Facilities"); and

WHEREAS, pursuant to the Agreement, Principal has agreed to provide this surety bond as security for
Principal's obligation to pay for its proportionate share of the costs to complete the plugging, abandonment,
decommissioning, and site clearance of the Property and Facilities (the "Commitment") insofar as such have
accrued as of the effective date of Principal's withdrawal from the Agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal
shall well and truly keep, duly, and timely pay its Commitment upon the completion of the plugging,
abandonment, decommissioning, and site clearance of the Lease and Facilities, then this obligation shall
be null and void; otherwise it shall remain in full force and effect, subject, however, to the following
conditions:

- 1) In the event the Principal fails to timely pay the Commitment and the Obligee has presented to
the Surety a written notice that the Principal is in default, and such condition has persisted for

thirty (30) days after written notice of such default has been given by certified mail to Principal and to the Surety at their last known addresses, the Surety shall pay to the Obligor an amount equal to the Principal's working interest share of the actual charges incurred by Obligor in performing the plugging, abandonment, decommissioning, and site clearance for the Property and the Facilities insofar as such obligations comprised a part of the Commitment hereunder within twenty (20) days of Surety's receipt of Obligor's invoice for such operations, but not exceeding the Penal Sum (reduced, as applicable) and the obligations associated with this Bond shall then be considered null and void to the extent paid.

- 2) Principal shall have the right to post security, in substantially the same form of a bond hereof or other acceptable security in the Obligor's reasonable discretion in the amount necessary to replace this Bond. If so posted, the Obligor will not unreasonably withhold acceptance of such security in lieu of this Bond and issue unconditional release of this bond within thirty (30) days of its acceptance of such other security.

NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, THE LIABILITY OF THE PRINCIPAL AND SURETY UNDER THIS BOND IS CONTINUOUS UNTIL THE COMMITMENT IS SATISFACTORILY COMPLETED.

No (i) delay, neglect, or failure of the Obligor to proceed promptly to enforce any rights it might have against Principal under the Agreement or otherwise or to proceed promptly in the premises in case of any default on the part of the Principal, (ii) lack of enforceability or other defense or offset right in respect of any obligation of Principal or any right to Obligor under the Agreement or otherwise in respect of the Commitment, or (iii) the insolvency, bankruptcy, or receivership of Principal, shall in any degree relieve the Principal and the Surety or any of them of their obligations under this Performance Bond; and Principal and Surety hereby waive any defense or argument they may in relation to their obligations under this Performance Bond in connection with any of the foregoing.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Principal, the Obligor named herein, as the case may be, or their respective heirs, executors, administrators, or successors of the Obligor, as the case may be.

This Performance Bond may not be amended, supplemented, or modified except pursuant to a written instrument duly executed by the Principal, Surety, and Obligor. No course of conduct, dealing, or performance shall amend, supplement, or modify this Performance Bond unless incorporated into a written instrument referenced in the preceding sentence.

This Bond shall be governed by and construed in accordance with the laws of the State of Texas, excluding its conflicts of laws rules and principles. Principal, Surety, and Obligor agree that any dispute arising out of this Performance Bond shall be brought and heard exclusively in the state or federal courts sitting in Harris County, Texas, and all of them irrevocably consent to the jurisdiction of said courts and do hereby waive any objections they may have to the laying of venue in such courts, including objections based upon grounds that such venue is inconvenient.

The Obligor will issue a release of this Bond within a reasonable time period following the earlier to occur of (i) the full performance, satisfaction, and extinguishment of the Commitment in accordance with all applicable laws, rules, regulations, and orders and (ii) the full performance by Surety of its obligations under this Bond, in each case, no later than thirty (30) days after the Commitment or such performance has been completed.

The Principal and the Surety agree that, notwithstanding any termination of any of the leases or rights of way that may comprise any part of the Property, whether pursuant to their terms, by operation of law, or

otherwise, this Performance Bond shall remain in full force and effect until the earlier of to occur of (i) the Commitment having been truly and faithfully performed, satisfied, and extinguished and (ii) the full performance by Surety of its obligations under this Bond.

Surety represents that it (i) is duly authorized by the proper public authorities to transact the business of indemnity and suretyship in the state where it executed this Performance Bond, and represents that it is qualified to be surety and guarantor on bonds and undertakings, which certificate has not been revoked; (ii) has duly executed a power of attorney, appointing the hereinafter named representative as its duly authorized deputy, as the true and lawful attorney-in-fact of such Surety, upon whom may be served all lawful process in any action or processing against such Surety in any court or before ay officer, arising out of or founded upon this Performance Bond or any liability hereunder; and (iii) does hereby agree and consent that such service, when so made, shall be valid service upon it, and that such appointment shall continue in force and effect and be irrevocable so long as any liability against it remains outstanding hereunder.

This bond may signed by the Principal and Surety with either a digital or original signature, either of which shall be legally-valid and enforceable. This bond may be transmitted to the Obligee by mail, fax, or electronic transmission. For the avoidance of doubt, any electronic PDF version of this bond received by the Obligee shall be an operative instrument and may be used by the Obligee as it would a hardcopy original.

PRINCIPAL

By: _____

**SURETY
COMPANY**

By: _____

EXHIBIT A

THE PROPERTY

Exhibit "G"

ASSIGNMENT AND BILL OF SALE

This ASSIGNMENT AND BILL OF SALE ("**Assignment**") dated [●], 20[●], but effective as of 12:01 a.m. Central Standard Time, on [●] (the "**Effective Time**"), is from [●], a [●] [●], with an office at [●] ("**Assignor**") to [●], a [●] [●], with an office at [●] ("**Assignee**"), Assignor and Assignee sometimes individually referred to herein as, a "**Party**" and collectively referred to herein as, the "**Parties**".

FOR Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Time, Assignor hereby GRANTS, BARGAINS, SELLS, CONVEYS and ASSIGNS to Assignee the Assets. For the purposes of this Assignment, "**Assets**" means all of all of Assignor's right, title, and interests (real personal, mixed, contractual or otherwise) in, to and under or derived from the following:

1. The oil and gas lease(s) (whether one or more, the "**Lease**,") described on Exhibit "A" attached hereto and made a part hereof.
2. Any and all wells, whether producing, shut-in, temporarily abandoned, plugged and abandoned, or otherwise located on the Lease (the "**Wells**");
3. All equipment and facilities associated with or used in connection with the production and operation of the Wells;
4. Any and all contracts and agreements governing or pertaining to the Lease or the Wells (collectively, the "**Contracts**"), including, without limitation, that certain Joint Operating Agreement dated as of [●] by and between [●] and [●], as amended, insofar and only insofar as such Contracts apply to the Lease or the Wells.

Assignor warrants title to the Assets, unto Assignee, its successors and assigns, against all persons claiming or to claim the same or any part thereof BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE. **THE ASSETS ARE ASSIGNED "AS IS, WHERE IS", AND, EXCEPT AS PROVIDED FOR HEREIN, ASSIGNOR MAKES NO, AND EXPRESSLY DISCLAIMS AND NEGATES ANY, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO (a) MERCHANTABILITY OF THE ASSETS, (b) FITNESS OF THE ASSETS FOR ANY PARTICULAR PURPOSE, (c) CONDITION OF THE ASSETS, AND (d) CONFORMITY OF THE ASSETS TO MODELS OR SAMPLES OF MATERIALS.**

TO HAVE AND TO HOLD the Assets subject to the following terms and conditions:

1. Agreements. This Assignment is made subject to and is burdened by the terms, covenants, and conditions contained in the Contracts. Assignee agrees to be bound by, assume the obligations arising under, and perform all of the terms, covenants, and conditions contained in the Contracts to the extent same relate to the Lease and the Wells.

2. Compliance with Laws. This Assignment is made subject to all applicable laws, statutes, ordinances, permits, decrees, orders, judgments, rules, and regulations that are promulgated, issued, or enacted by a governmental entity having jurisdiction; and Assignee agrees to comply with the same on and after the Effective Time.

2. Successors and Assigns. The terms, covenants, and conditions contained in this Assignment are binding upon and inure to the benefit of the Parties and their respective successors and assigns, and such terms, covenants, and conditions are covenants running with the land and with each subsequent transfer or assignment of the Assets or any part thereof.

3. Redhibition Waiver. ASSIGNEE: (i) WAIVES ALL RIGHTS IN REDHIBITION PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2520, ET SEQ.; (ii) ACKNOWLEDGES THAT THIS EXPRESS WAIVER SHALL BE CONSIDERED A MATERIAL AND INTEGRAL PART OF THIS SALE AND THE CONSIDERATION THEREOF; AND (iii) ACKNOWLEDGES THAT THIS WAIVER HAS BEEN BROUGHT TO THE ATTENTION OF ASSIGNEE, HAS BEEN EXPLAINED IN DETAIL AND THAT ASSIGNEE HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THIS WAIVER OF WARRANTY OF FITNESS AND WARRANTY AGAINST REDHIBITORY VICES AND DEFECTS FOR THE ASSETS.

4. UTPCPL Waiver. TO THE EXTENT APPLICABLE TO THE ASSETS OR ANY PORTION THEREOF, ASSIGNEE HEREBY WAIVES THE PROVISIONS OF THE LOUISIANA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW (LA. R.S. 51:1402, *ET SEQ.*). ASSIGNEE WARRANTS AND REPRESENTS THAT IT: (i) IS EXPERIENCED AND KNOWLEDGEABLE WITH RESPECT TO THE OIL AND GAS INDUSTRY GENERALLY AND WITH TRANSACTIONS OF THIS TYPE SPECIFICALLY; (ii) POSSESSES THE REQUISITE KNOWLEDGE, EXPERIENCE, AND EXPERTISE TO EVALUATE INDEPENDENTLY THE MERITS AND RISKS OF THE TRANSACTIONS HEREIN CONTEMPLATED; AND (iii) IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION.

5. Separate Assignments Required by Government Entities. Some of the properties conveyed by this Assignment may require approval to transfer by a government entity, and as such may require separate assignment instruments made on officially approved forms, or forms acceptable to such government entity, in sufficient multiple originals to satisfy applicable statutory and regulatory requirements. The interests conveyed by such separate assignments are the same, and not in addition to, the interests conveyed in this Assignment. Assignor and Assignee agree to execute such additional instruments as may be necessary to obtain the approval of the applicable governmental entities for such assignment; and Assignor shall be responsible for recording such assignments. In addition, it is contemplated that this Assignment will be recorded in the appropriate Parish within the State of Louisiana and the interests conveyed pursuant hereto are the same, and not in addition to, and this assignment shall not constitute multiple transfers of such interests by virtue of the recordation of this Assignment in more than one Parish.

EXECUTED on the day and year first referenced above, but effective as of the Effective Time.

ASSIGNOR:

WITNESSES:

[•]

Name: _____

By: _____
Name: [•]
Title: [•]

Name: _____

ASSIGNEE:

WITNESSES:

[•]

Name: _____

By: _____
Name: [•]
Title: [•]

Name: _____

STATE OF [●] §

COUNTY OF [●] §

On this ____ day of _____, [●], before me appeared [●] to me personally known, who, being by me duly sworn (or affirmed) did say that [he/she] is [●] of [●], a [●] [●], and that the instrument was signed on behalf of said company and that [he/she] acknowledged the instrument to be the free act and deed of the company.

NOTARY PUBLIC

STATE OF [●]

COUNTY OF [●]

Printed Name: _____

STATE OF [●] §

COUNTY OF [●] §

On this ____ day of _____, [●], before me appeared [●] to me personally known, who, being by me duly sworn (or affirmed) did say that [he/she] is [●] of [●], a [●] [●], and that the instrument was signed on behalf of said company and that [he/she] acknowledged the instrument to be the free act and deed of the company.

NOTARY PUBLIC

STATE OF [●]

COUNTY OF [●]

Printed Name: _____

EXHIBIT A

THE LEASE

Exhibit 14

Farmout Agreement

FARMOUT AGREEMENT

This Farmout Agreement (“**Agreement**”) dated as of [_____], 2021 (“**Execution Date**”), but effective as of the Effective Date, is by and among [Fieldwood Energy I LLC, a Texas limited liability company, and GOM Shelf LLC, a Delaware limited liability company] (collectively “**Owner**”) and [Fieldwood Energy II LLC, a Texas limited liability company] (“**Fieldwood II**”). Owner and Fieldwood II may each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH

WHEREAS, Fieldwood II desires to farm into the development of, operation of, and production of hydrocarbons from the Development Area, subject to the terms and conditions set forth herein; and

WHEREAS, Owner and Fieldwood II desire to set forth their agreements regarding their joint participation in the development of, operation of, and production of hydrocarbons from the Development Area.

NOW, THEREFORE, in consideration of the mutual benefits to each Party, the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Defined Terms. As used in this Agreement, each of the following terms is defined below:

“**Abandonment Notice**” is defined in Section 4.10(a).

“**Affiliate**” means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with, such specified Person through one (1) or more intermediaries or otherwise; provided, however, that, for the purposes of this Agreement, Owner shall not be deemed an Affiliate of Fieldwood II, and *vice versa*. For the purposes of this definition, “control” means, where used with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlling” and “controlled” have correlative meanings.

“**Agreement**” is defined in the preamble above.

“**Apache**” means Apache Corporation, a Delaware corporation, and/or its designated Affiliate that is a predecessor of Owner in the chain of title of any applicable property of Owner.

“**Base Assignment Form**” is defined in Section 4.5(b).

“**BOEM**” means the Bureau of Ocean Energy Management of the United States Department of the Interior, and any successor Governmental Authorities thereto.

“**Business Day**” means a day, other than a Saturday or Sunday, on which commercial banks are open for business with the public in Houston, Texas.

“**Capital Development Project**” means either a (i) Rework or Recompletion Project or (ii) a Sidetrack, Bypass, Or Deepening Project.

“**Capital Development Project Costs**” means any and all out-of-pocket costs and expenses incurred in developing, preparing for, and completing a Capital Development Project and conducting all other operations set forth in the applicable Proposal attributable to Owner Interests in the Project, including, without limitation, all reasonable Third Party engineering costs, legal costs, and permitting costs, but excluding overhead and general and administrative costs.

“**Commence(s)**” means (i) with respect to any Rework or Recompletion Project, the entry into the well using the equipment necessary to begin the operation to either rework or plug back the existing completion, as applicable, and (ii) with respect to a Sidetrack, Bypass, or Deepening Project or an Election Well, the commencement of actual drilling of new hole through the turning of a drill bit into the earth, in each case, with a rig, coiled tubing unit, or other equipment capable of completing the applicable Project.

“**Company Agreement**” means that certain Limited Liability Company Agreement of Fieldwood Energy I LLC, a Texas limited liability company, dated [•], 2021.

“**Decommissioning Agreement**” means that certain Decommissioning Agreement, dated as of September 30, 2013, by and among Apache, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, Fieldwood Energy LLC and GOM Shelf LLC, as amended from time to time.

“**Development Area**” means the state submerged lands and Outer Continental Shelf blocks and acreage held by the leases set forth on Exhibit A.

“**Effective Date**” means [EMERGENCE DATE].

“**Election Period**” is defined in Section 4.1.

“**Election to Participate**” means the form presented by Fieldwood II to Owner with a Proposal pursuant to which Owner can elect to participate in a Proposal.

“**Election Well**” means a new well in the Development Area.

“**Election Well Costs**” means, subject to the terms of the applicable Operating Agreement, any and all out-of-pocket costs and expenses attributable to Owner Interests incurred in drilling, evaluating, completing, and equipping an Election Well to its Objective Depth and conducting all other operations set forth in the applicable Proposal, including, without limitation,

all reasonable Third Party engineering costs, legal costs, and permitting costs, but excluding overhead and general and administrative costs.

“Evaluation Data” means Seismic Data and other data and information relating to a Prospect Area or, if applicable, the Objective Formation(s) as to a Capital Development Project or an Election Well in the possession of Fieldwood II that was materially relied upon by Fieldwood II in the determination of the Prospect, including, without limitation, to the extent applicable, relevant geological and geophysical interpretations and information, including the most recent reports, interpretations, and maps, and all specialty processing and analysis of Seismic Data (*e.g.*, migration, AVO, *etc.*).

“Execution Date” is defined in the preamble above.

“Excess Net Profit” means the Net Profit from a Capital Development Project over any applicable period, minus the Pre-Existing Net Profit. For the purposes of this Agreement, the Pre-Existing Net Profit that would have been realized over such period if the Capital Development Project had not been undertaken will be deemed to be zero (\$0) for a recompletion where the well’s production data from the most recent three (3) months of production prior to the date Fieldwood II, or another operator pursuant to Section 4.4, applies for a permit to modify the applicable well shows the existing completion producing at average rates of less than fifty (50) barrels of oil per day or, if the well is a gas well, three hundred (300) MCFD of gas; provided, however, periods during which the well was intermittently shut-in during such three (3) month period shall be excluded from the calculation of average production so that such average is not artificially lowered as a result of any such intermittent shut-ins.

“Existing Burdens” means the following, to the extent that Owner Interests are burdened by or subject to them as of the time a Proposal is made with respect to such Owner Interests:

(a) Lessors’ royalties (including, without limitation, sliding scale royalties and royalties measured by net profits), overriding royalties, reversionary interests, net profit interests, production payments, carried interests, non-participating royalty interests, and similar burdens on or measured by production from or allocated to the proceeds thereof;

(b) The terms of leases, unit agreements, pooling agreements, operating agreements, production sales contracts, areas of mutual interest or similar obligations entered into in the ordinary course of the oil and gas industry, and any other contracts, agreements, rights, and instruments applicable to the Owner Interests that are binding on Owner;

(c) Preferential rights to purchase all or any portion of the Owner Interests;

(d) Third Party consent requirements and similar restrictions that are applicable to any transfer of all or any portion of the Owner Interests; and

(e) Rights of reassignment arising upon final intention to abandon or release the Owner Interests.

Notwithstanding anything herein to the contrary, as provided in Section 4.5(h), the term “Existing Burdens” when used in connection with an Election Well or the FWII Earned Interest shall not include the Trust NPIs.

“**Expert**” means Netherland, Sewell & Associates or such other reservoir engineering consultant as may be mutually agreed by the Parties or determined pursuant to Section 4.12.

“**Fieldwood II**” is defined in the preamble above.

“**Force Majeure**” means any event or circumstance or combination thereof beyond the reasonable control of the Party claiming to be impacted by such event or circumstance that prevents such Party from performing its obligations under this Agreement, but only to the extent such Party is actually prevented or hindered from so performing, which events or circumstances include acts of God, fires, floods, hurricanes, storms, tornados, earthquakes, landslides, lightning, loop currents, washouts, epidemics, pandemics, or other natural disaster; arrests, restraints, actions, delays, or inaction of any Governmental Authority; strikes, lockouts, or other industrial disturbances; acts of the public enemy, wars, invasions, blockades, embargos, sanctions, sabotage, insurgency, terrorism, civil wars, civil disturbances, riots, malicious mischief, or insurrections of any kind; explosions; breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe; refusal or inability of resale owner(s) or transporter(s) to take deliveries due to events of Force Majeure, inability or delays of a Party to obtain rights of way, necessary materials, supplies or permits not caused by the failure of the Party claiming to have been affected by Force Majeure to pay for or take diligent and prompt actions to obtain such rights of way, necessary materials, supplies, or permits; or labor strikes or work stoppages.

“**FWII Earned Interest**” means with respect to an Election Well (a) one hundred percent (100%) of Owner Interests (determined at the time the Election Well Proposal is made, reduced by any burdens (except the Trust NPIs), reversions, pay-outs, back-ins, or other contractual interests springing or arising after such time, but existing at the time such Election Well Proposal was made) in the Prospect Area associated with the Prospect to be developed by such Election Well until Fieldwood II has reached the Recovery Threshold relative to such Election Well, and reducing to (b) fifty percent (50%) of Owner Interests (determined at the time the Election Well Proposal was made, reduced by any burdens (except the Trust NPIs), reversions, pay-outs, back-ins, or other contractual interests springing or arising after such time, but existing at the time such Election Well Proposal was made) in such Prospect Area from and after that time at which Fieldwood II has reached the Recovery Threshold relative to such Election Well. For the avoidance of doubt, Owner’s working interest, for purposes of the foregoing calculations and otherwise, excludes (i) Owner Interests insofar as they relate to any other wells that are located within the applicable Prospect Area and in existence as of the time the Election Well Proposal is made, regardless of whether such other wells are then or may thereafter be completed within any Objective Formation in the Prospect Area and (ii) Owner’s ORRI.

“**FWII NPI**” means, with respect to the production resulting from any Capital Development Project, a net profits interest equal to (i) 100% of the Excess Net Profit until Fieldwood II has reached the Recovery Threshold and (ii) from and after such time that Fieldwood II has reached the Recovery Threshold, fifty percent (50%) of the Excess Net Profit.

“Governmental Authority” means any federal, state, municipal, tribal, local, or similar governmental authority, regulatory or administrative agency, court or arbitral body, or any subdivision of any of the foregoing.

“Law” means any applicable statute, writ, law, rule, regulation, ordinance, order, judgment, injunction, award, determination, or decree of a Governmental Authority.

“MCFD” means thousand cubic feet of gas per day, as measured at a base temperature of sixty degrees Fahrenheit (60°F) and a base pressure of fourteen and sixty-five hundredths (14.65) pounds per square inch absolute (psia).

“Net Profit” means, with respect to production attributable to Owner Interests obtained as a result of a Capital Development Project, the difference obtained by subtracting Operating Costs from Revenue; where (i) “Operating Costs” equals the sum of (1) direct operating costs related to the well that is the subject of the Capital Development Project during the applicable production month, including platform, facility, processing, and pipeline operating costs and fees allocated equally amongst all producing wells on or tied back to such platform, if applicable, (2) all Existing Burdens on such well, (3) all severance or other taxes measured or calculated based upon production from such well (but for the avoidance of doubt, excluding income taxes and ad valorem taxes), and (4) the ORRI, and (ii) “Revenue” equals the net revenue attributable to Owner’s net revenue interest in the proceeds of production from the completion resulting from such Capital Development Project received for that applicable production month.

“Objective Depth” means, with respect to an Election Well, the depth that is sufficient to test the applicable Objective Formation(s), or the specific footage depth set forth in the Proposal, whichever is the greater depth, for such Election Well.

“Objective Formation(s)” means, with respect to an Election Well, the formations, intervals, or sands that are proposed to be tested, as set forth in the Proposal for such Election Well.

“Operating Agreement” means any Subject Operating Agreement or Third Party Operating Agreement.

“Operating Costs” has the meaning set forth in the definition of “Net Profits.”

“ORRI” means, with respect to any FWII Earned Interest or any FWII NPI, an overriding royalty interest equal to twenty-five percent (25%) less Existing Burdens proportionately reduced to the FWII Earned Interest or FWII NPI, as applicable and further proportionately reduced as the FWII Earned Interests or the FWII NPI may be reduced pursuant to the terms of this Agreement as a result of Fieldwood II achieving the Recovery Threshold with respect to any Project, which ORRI shall be a non-operating, non-expense-bearing, overriding royalty interest, free of cost and expense of production, operations, marketing, and delivery of the hydrocarbons to the applicable delivery points; provided however, for the avoidance of doubt, any payment made pursuant to the Trust A NPI or the Trust A-1 NPI for the completed interval that is the subject of the particular Capital Development Project is an Existing Burden

and, as a result, shall reduce on a dollar for dollar basis the amount of any ORRI payment during a particular payment period.

“**Owner**” is defined in the preamble above.

“**Owner Interests**” means, with respect to any Proposal and the Project to be carried out pursuant to such Proposal, the rights, title, and interests of Owner in the lands and leases in the applicable portion of the Development Area that is to be developed by such Project, determined as of the date such Proposal is made (reduced by any burdens, reversions, pay-outs, back-ins, or other contractual interests springing or arising after such time, but existing at the time such Proposal was made), and including the Owner’s proportionate share of any non-consenting party’s interest in the applicable Project that may be allocable to Owner under an applicable Third Party Operating Agreement for only so long as such interest is allocated to Owner in accordance with the terms of such Third Party Operating Agreement.

“**Owner Percentage**” means the difference between (i) the Owner Interests in a Prospect Area that is developed by an Election Well and (ii) the FWII Earned Interest.

“**P&A**” means the plugging, abandonment, and removal of any wells, facilities, platforms, pipelines, or other equipment and the restoration and remediation of the land and seabed in accordance with all applicable Laws and the terms and conditions of any applicable leases, contracts, and agreements, including the removal, surface and subsurface restoration, site clearance, and disposal of the wells, well cellars, fixtures, platforms, flowlines, pipelines, structures, and personal property located on or associated with assets and properties and the lands burdened thereby, the flushing, pickling, burial, removal, or capping of all associated flowlines, field transmission and gathering lines, pipelines, pit closures, the restoration of the surface and seabed, site clearance, and any disposal of related waste materials and hazardous substances.

“**P&A Costs**” means the costs and expenses to conduct P&A.

“**P&A Well**” is defined in Section 4.10(a).

“**Party**” or “**Parties**” is defined in the preamble above.

“**Permitted Encumbrances**” means the following:

- (a) The Existing Burdens;
- (b) Liens for current taxes or assessments not yet delinquent or, if delinquent, being contested in good faith by appropriate actions diligently pursued;
- (c) Materialmen’s, mechanic’s, repairman’s, employee’s, contractor’s, operator’s, and other similar liens or charges arising in the ordinary course of business for amounts not yet delinquent (including any amounts being withheld as provided by Law) or if delinquent, being contested in good faith by appropriate actions diligently pursued;

(d) All rights to consent by, required notices to, filings with, or other actions by Governmental Authorities in connection with the transfer of the Owner Interests;

(e) All rights reserved to or vested in any Governmental Authorities to control or regulate any of the Development Area in any manner and all obligations and duties under all applicable Laws, rules, and orders of any such Governmental Authorities or under any franchise, grant, license or permit issued by any such Governmental Authorities; and

(f) Easements, rights-of-way, servitudes, and permits or other burdens or encumbrances that individually or in the aggregate would not be reasonably likely to materially detract from the value of or materially interfere with the use, development, operation or ownership of the Development Area subject thereto or affected thereby.

“Person” means an individual, corporation, partnership, limited liability company, association, joint stock company, trust or trustee thereof, estate or executor thereof, unincorporated organization, joint venture, or any other legally recognizable entity.

“Pre-Existing Net Profit” means the forecast of Net Profit that would have been realized over the applicable period in which Excess Net Profit is being calculated if the Capital Development Project had not been undertaken, as such forecast is agreed upon by and between the Parties using the forward strip pricing for crude oil and natural gas as provided by NYMEX as of the date the Proposal for such Capital Development Project was delivered to Owner. If, after ten (10) Business Days following the expiration of the Election Period applicable to a Capital Development Project, the Parties have not yet agreed on the Pre-Existing Net Profit for the well that is the subject of such Capital Development Project, then either Party may submit the determination of such Pre-Existing Net Profit to the Expert pursuant to Section 4.12 below.

“Project” means either an Election Well or a Capital Development Project, as applicable.

“Project Notice” is defined in Section 3.2.

“Project Security” means security, in form and amount reasonably acceptable to Owner (with Apache’s reasonable consent), to cover Fieldwood II’s obligations and liabilities hereunder associated with (i) with respect to an Election Well, Owner’s share of the P&A obligations and liabilities, including P&A Costs, environmental liability, obligations, or liabilities owed to any vendors, co-owners, Governmental Authorities, or Third Party, for such Election Well and (ii) with respect to a Sidetrack, Bypass, or Deepening Project, the well that is sidetracked, bypassed, or deepened, including, without limitation, Owner’s share of incremental P&A obligations and liabilities (including P&A Costs, environmental liability, obligations, or liabilities owed to any vendors, co-owners, Governmental Authorities, or Third Party) for such sidetrack, bypass, or deepening well.

“Proposal” means a proposal to drill, evaluate, complete, and equip an Election Well or undertake a Capital Development Project, as the case may be, proposed by Fieldwood II to the Owner on lands or facilities in the Development Area. For the avoidance of doubt, a Proposal may not include more than one Election Well or one proposed completion or recompletion of an existing well, as applicable.

“Prospect” means a geologic structural or stratigraphic trap located within any Development Area that is believed to have the potential for accumulations of hydrocarbons, to the extent such Development Area also covers or includes such geologic structure or stratigraphic trap.

“Prospect Area” is defined in Section 4.5(a).

“Recovery Threshold” means, with respect to a Capital Development Project, Fieldwood II’s recovery from the Net Profit it receives attributable to such project of an amount equal to one hundred percent (100%) of the Capital Development Project Costs incurred by Fieldwood II in performing the relevant Project and, with respect to an Election Well, Fieldwood II’s recovery from the FWII Earned Interest it receives attributable to such well of an amount equal to one hundred percent (100%) of the Election Well Costs incurred by Fieldwood II in performing the relevant Project.

“Representatives” means a Person’s directors, officers, partners, members, managers, employees, agents, investors, or advisors (including attorneys, accountants, consultants, bankers, and financial advisors) and any representatives of those advisors, and, in the case of Owner, expressly includes its contractor providing contract operating services for Owner together with such contractor’s employees, agents, and representatives.

“Revenue” has the meaning set forth in the definition of “Net Profits.”

“Rework or Recompletion Project” means a development operation on an existing well in the Development Area to either (i) work-over the then-current completion in such existing well in an effort to increase or resume production, cause such well to produce in paying quantities, increase production or reserves, or extend the productive life of such completion or (ii) plug and abandon the then-current completion in such existing well and recomplete the well at a shallower interval.

“Seismic Data” means any and all seismic data, two-dimensional multifold seismic data, three-dimensional seismic data, stacked and migrated processed sections, digital field tapes, stacked tapes, support data relating thereto, stick and quality control segments, receiver and bin center locations, stacking velocities, shot hole drilling information, digital shot point locations, magnetic, surface, and other surveys, seismic sections, surface and subsurface maps, plats, charts, and any interpretations of any of the foregoing or other like information customarily used in connection with oil and/or gas exploration.

“Sidetrack, Bypass, or Deepening Project” means a development operation on an existing well in the Development Area to plug and abandon the then-current completion and conduct sidetracking, bypassing, or deepening operations on such existing well in an effort to increase or resume production, cause such well to produce in paying quantities, increase production or reserves, or to extend the productive life of such well.

“Subject Operating Agreement” is defined in Section 4.5(a).

“Technical Review Meeting” is defined in Section 3.2(b).

“**Term**” is defined in Section 2.1.

“**Third Party**” means any Person that is not a Party or any Affiliate of any Party.

“**Third Party Operating Agreement**” is defined in Section 4.5(c).

“**Transaction Documents**” means this Agreement, the TSA, and each other agreement, document, certificate, or instrument delivered pursuant hereto or thereto.

“**Trust A NPI**” means that certain net profits overriding royalty interest created and conveyed under and pursuant to those certain Conveyances of Net Profits Overriding Royalty Interest dated September 30, 2013, as supplemented and amended from time to time, from Fieldwood Energy LLC and GOM Shelf LLC, as Grantor, and the Fieldwood Decommissioning Trust A, as NPI Owner, covering the properties and interests described therein.

“**Trust A-1 NPI**” means that certain net profits overriding royalty interest created and conveyed under and pursuant to those certain Conveyances of Net Profits Overriding Royalty Interest dated September 30, 2013, as supplemented and amended from time to time, from Fieldwood Energy LLC and GOM Shelf LLC, as Grantor, and the Fieldwood Decommissioning Trust B, as NPI Owner, covering the properties and interests described therein, as such net profits overriding royalty interest was amended, assigned, and partially released pursuant to that certain Assignment, Amendment, and Partial Release of Net Profits Overriding Royalty Interest dated as of April 11, 2018 by and between Fieldwood Energy LLC, GOM Shelf LLC, the Fieldwood Decommissioning Trust B, and the Fieldwood Decommissioning Trust A.

“**Trust NPIs**” means the Trust A NPI and the Trust A-1 NPI, collectively.

“**TSA**” means that certain Transition Services Agreement by and among the Parties dated [•], 2020.

“**Well Data**” means any logs, core samples, other geological and geophysical data or similar data created during drilling operations, any engineering records or reports (including wellbore schematics), any drilling records or reports (including detailed daily drilling reports), and any related reports filed with the BOEM.

Section 1.2. Exhibits. The following exhibits are incorporated herein and made a part hereof:

- | | |
|-----------|---|
| Exhibit A | Development Area (Including Oil and Gas Leases) |
| Exhibit B | Form of Net Profits Interest Assignment |
| Exhibit C | Form of Election Well Assignment |
| Exhibit D | Form of Operating Agreement |

ARTICLE II. TERM

Section 2.1. Term. This Agreement shall be effective for a period commencing on the Effective Date and expiring upon the earlier to occur of (i) the date two (2) years after the Effective Date, and (ii), as to each lease, the expiration of such lease comprising a part of the Development Area (including any and all renewals, replacements, and extensions of such lease) (the “**Term**”).

Section 2.2. Effect of Termination. After the expiration of the Term, this Agreement shall terminate and be of no further force and effect; provided, however, that (i) the provisions of this Section 2.2 and Sections 3.2(d), 3.3, 4.8, 4.11, 5.3, 5.4, 5.5, and 5.14, the proviso in the third sentence of Section 3.2(a) and the last sentence of Section 4.5(g), and (ii) any and all rights, obligations and remedies hereunder that have accrued on or prior to the expiration of the Term of this Agreement, shall survive the termination of this Agreement indefinitely; and, provided, further, that any rights, obligations, and remedies in any Transaction Document that by their nature are intended to survive termination or expiration of this Agreement shall so survive. Notwithstanding anything herein to the contrary, termination of this Agreement will not affect the rights of Fieldwood II hereunder to any Proposals presented to Owner before the end of the Term.

ARTICLE III. PROSPECT GENERATION

Section 3.1. Evaluation of Possible Prospect. To assist Fieldwood II in its evaluation of the Development Area, Owner will exercise reasonable efforts to provide Fieldwood II with access to all materials either in its possession or those materials which it is entitled to review regarding the Development Area, including any Evaluation Data, but only to the extent Fieldwood II is permitted to view such materials pursuant to any contract or agreement to which such materials may be subject. In the event that Fieldwood II desires to present a Proposal, it shall provide a notice to Owner as set forth below.

Section 3.2. Notice of Prospects or Capital Development Project.

(a) **Notice.** With respect to any Proposal being made by Fieldwood II, Fieldwood II shall provide a written notice to the Owner (a “**Project Notice**”), which shall include the following information:

(i) a description of the Proposal in reasonable detail (including, if such Proposal relates to an Election Well, all potentially productive zones, the proposed Objective Depths, the proposed Objective Formations, together with descriptions of the Prospect(s) and the associated Prospect Area(s));

(ii) a good faith, preliminary estimate of Capital Development Project Costs or the Election Well Costs, as the case may be;

(iii) a good faith, preliminary estimate of any and all P&A Costs for a Sidetrack, Bypass or Deepening or Election Well, as the case may be, and

(iv) an Election to Participate.

For the avoidance of doubt, the following shall be void and deemed automatically withdrawn by Fieldwood II: (i) Proposals for which Owner does not have the requisite authority, under the applicable Operating Agreement, to make such Proposal and (ii) Proposals that conflict with any ongoing, approved, or previously proposed operations under any applicable Operating Agreement. If Owner receives a Proposal for a Capital Development Project to be performed on a well which Owner either (A) desires to continue producing from its then-current completion or (B) desires to conduct an operation that is in conflict with the Capital Development Project proposed by Fieldwood II, Owner may, on or before the expiration of the Election Period for such Proposal, send written notice to Fieldwood II that it rejects the Proposal pursuant to the foregoing grounds, in which case the applicable Proposal shall be deemed to have been withdrawn and void; *provided* that if Owner rejects such a Proposal and undertakes or agrees to participate in the Project that was the subject of such rejected Proposal within two (2) years after expiration of the Election Period for such Proposal, then Owner shall offer Fieldwood II the right (exercisable for a period of 30 days) to participate in such opportunity on the same terms as set forth in the original Proposal and this Agreement. If, after diligent efforts, Fieldwood II or the Parties are unable to proceed with the operations contemplated under a Proposal because of conflicts with existing operating agreements (or other restrictions affecting the applicable Owner Interests) that existed as of the time the Proposal was made, either Party may send notice to the other Party terminating the affected Proposal. For the avoidance of doubt, the Parties recognize and agree that nothing in this Agreement shall prevent an Owner from conducting any projects, operations, or activities or from participating in projects, operations, or activities that may be proposed or offered by a Third Party or from entering into any agreements or contracts, including, without limitation, farmouts, sales, or assignments, affecting the Owner Interests, in all cases, without any obligation to offer Fieldwood II the opportunity to participate in any such project, operations, or activities or to obtain the consent of Fieldwood II, unless (x) any such project, operations, or activities were proposed by Fieldwood II under a Proposal received by Owner prior to such Owner's receipt of the proposal from a Third Party and (y) such Fieldwood II Proposal has not terminated, been withdrawn, or deemed to have been withdrawn.

(b) Technical Review Meeting. Fieldwood II will present the Proposal and all related Evaluation Data to the Owner and to Apache (for purposes of obtaining its consent) at an in-person meeting at the offices of Fieldwood II (a "**Technical Review Meeting**") to be held on a mutually agreed Business Day during Fieldwood II's normal business hours no later than ten (10) Business Days after delivery of the applicable Project Notice. At either Party's request, the meeting may be held online via technology that allows a Party to share screens with the other Party and Apache, such as Zoom, Skype, WebEx, or Microsoft Teams. Each Party shall use reasonable efforts to ensure that the Technical Review Meeting is attended by a reasonably sufficient number of technical representatives of such Party and, in the case of Owner, Apache, who are familiar with and capable of presenting and/or discussing the Proposal with the other Party and Apache.

(c) Access to Evaluation Data. Until the end of the Election Period, Fieldwood II shall make Evaluation Data with respect to a Proposal available for review and evaluation by the Owner, at the Owner's expense, in Fieldwood II's offices during Fieldwood II's normal business hours or available through a virtual data room or similar electronic platform. Likewise, Owner will provide Fieldwood II with reasonable access to any Evaluation Data in its possession with respect to a Proposal, including but not limited to well files, logs, and data. Notwithstanding the foregoing, neither Party shall be obligated to disclose such Evaluation Data when such disclosure would violate any Third Party contract or agreement binding on a Party or applicable to such Evaluation Data.

(d) Confidentiality. Each Party shall, and shall cause its Affiliates and its and their respective Representatives (and Owner shall cause Apache) to, keep the Proposals, all Evaluation Data, Well Data, and Seismic Data of the other Party, information relating to the Proposal and information from the Technical Review Meeting, to the extent prepared by or received from the other Parties, strictly confidential, and no Party or any of its Affiliates or any of its or their respective Representatives shall disclose such Proposals, Evaluation Data, Well Data, or Seismic Data, information relating to the Proposal, or information from the Technical Review Meeting to any Third Party other than Apache or except as required under a Third Party Operating Agreement. With respect to Evaluation Data, Well Data, and Seismic Data, these disclosure restrictions shall terminate upon the later to occur of (i) two years after the date on which the Technical Review Meeting took place with respect to the applicable Proposal and (ii) the date on which such Evaluation Data, Well Data, or Seismic Data, as applicable, is no longer subject to disclosure restrictions under an agreement or contract with a Third Party. With respect to the Proposal itself, these disclosure restrictions shall terminate upon the later to occur of (x) the date on which the Project that is the subject of such Proposal is Commenced and (y) that date on which such Proposal terminates, is withdrawn, or is deemed to have been withdrawn.

Section 3.3. Waiver of Liability with Respect to Evaluation Data. The information included in a Project Notice and any other Evaluation Data or Well Data furnished by Fieldwood II or Owner, as applicable, pursuant to this Agreement shall be provided for informational purposes only. Each Party is responsible for and shall make its own decisions with respect to Evaluation Data, Well Data, or the opinions or analysis of the other Party that may be provided. (A) FIELDWOOD II DOES NOT MAKE, AND THE OWNER WAIVES AND REPRESENTS AND WARRANTS THAT OWNER HAS NOT AND WILL NOT RELY UPON, AND (B) OWNER DOES NOT MAKE, AND FIELDWOOD II WAIVES AND REPRESENTS AND WARRANTS THAT FIELDWOOD II HAS NOT AND WILL NOT RELY UPON: ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN THIS AGREEMENT OR ANY OTHER INSTRUMENT, AGREEMENT, OR CONTRACT DELIVERED HEREUNDER OR IN CONNECTION WITH THE EVALUATION DATA, WELL DATA, OR ANY OTHER OPINION OR ANALYSIS THAT MAY BE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED AS TO (I) THE CONTENTS, CHARACTER, OR NATURE OF ANY DESCRIPTIVE SUMMARY, OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL DATA, SEISMIC DATA, WELL DATA, EVALUATION DATA, RESERVE DATA, RESERVE REPORTS, RESERVE

INFORMATION (AND ANY ANALYSIS OR INTERPRETATION OF ANY OF THE FOREGOING) RELATING TO ANY SEISMIC DATA OR EVALUATION DATA OR ANY OF THE PROPOSALS, (II) THE QUANTITY, QUALITY, OR RECOVERABILITY OF HYDROCARBONS IN OR FROM ANY PROPOSAL, (III) THE PRODUCTION OF PETROLEUM SUBSTANCES FROM ANY PROPOSAL, OR ANY PRODUCTION OR DECLINE RATES, OR (IV) ANY OTHER RECORD, FILES, MATERIALS, OR INFORMATION (INCLUDING AS TO THE ACCURACY, COMPLETENESS, OR CONTENTS OF THE RECORDS) THAT MAY HAVE BEEN MADE AVAILABLE, DELIVERED, OR COMMUNICATED TO THE OTHER PARTY IN CONNECTION WITH THE REVIEW AND EVALUATION OF THE SEISMIC DATA, WELL DATA, OR EVALUATION DATA PURSUANT TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL LIMIT ANY PARTY'S RIGHTS OR REMEDIES PURSUANT TO ANY OTHER AGREEMENT BETWEEN THE PARTIES OTHER THAN THIS AGREEMENT OR PURSUANT TO ANY INSTRUMENT OR AGREEMENT DELIVERED PURSUANT TO THIS AGREEMENT.

ARTICLE IV. JOINT DEVELOPMENT OPERATIONS

Section 4.1. Election to Participate. The Owner may elect to participate in a valid Proposal by delivering its written Election to Participate to Fieldwood II no later than 5:00 p.m. in Houston, Texas on the first Business Day that is on or after the date thirty (30) days after the Business Day the Owner received the applicable Project Notice (the "**Election Period**"). The failure of Owner to make a timely written election to participate in a valid Proposal by the expiration of the Election Period shall be deemed to be Owner's election not to participate in such Proposal. If the Owner delivers to Fieldwood II prior to the expiration of the applicable Election Period a valid written Election to Participate, then, subject to the terms of any applicable Third Party Operating Agreement and the terms and conditions of this Agreement, such election shall constitute a valid and binding obligation of the Parties to participate in the operations set forth in such Proposal upon the terms of this Agreement.

Section 4.2. Rework or Recompletion Projects. If the Proposal is for a Rework or Recompletion Project and Owner does not reject such Proposal as contemplated under Section 3.2(a) then Fieldwood II may proceed with the Rework or Recompletion Project at its sole risk and expense only after the Pre-Existing Net Profit relating to such Rework or Recompletion Project has been determined either by agreement of the Parties or by the Expert. In such event (i) Fieldwood II shall pay 100% of the Capital Development Project Costs associated with the Rework or Recompletion Project and attributable to Owner Interests and (ii) upon completing the Rework or Recompletion Project as a successful completion, Fieldwood will receive an assignment of the FWII NPI in a form substantially the same as Exhibit B attached hereto, reserving unto Owner the ORRI. For the avoidance of doubt, at such time as Fieldwood II has reached the Recovery Threshold for such applicable Rework or Recompletion Project, the FWII NPI will be reduced from one hundred percent (100%) to fifty percent (50%). The assignment of the FWII NPI to Fieldwood II pursuant to this Section 4.2 shall: (1) be subject to this Agreement, (2) be "as-is," without warranties of any kind, and expressly subject to all agreements and matters of record, and Permitted Encumbrances, (3) be subject to the ORRI reserved by Owner

hereunder, and (4) be limited as further described in Section 4.9(a). For the avoidance of doubt, (i) upon completion of the Rework or Recompletion Project, Fieldwood II shall not be responsible for any expenses, costs, losses, or operations associated with the well that is the subject of such Project and attributable to Owner Interests and (ii) if the Rework or Recompletion Project results in a dry hole or if Fieldwood II does not reach the Recovery Threshold relative to a Rework or Recompletion Project, Fieldwood II shall be solely responsible for any loss it incurred as a result of conducting such Project and shall have no right of recovery or recourse against Owner relative to such loss; provided that Fieldwood II shall not be responsible for paying for or conducting P&A activities on such well, except that, in the event of a dry hole or unsuccessful completion attempt, prior to removing any equipment used to conduct the applicable Rework or Recompletion Project, Fieldwood II shall, at its sole cost and expense, take such additional actions as are necessary to leave the well in a condition that will not require Owner to take additional actions or perform any additional operations on such well in order to leave the well in a satisfactory condition under then-current regulations. For the avoidance of doubt, for the purpose of this Section 4.2, so long as Owner does not reject such Proposal as contemplated under Section 3.2(a) and subject to the other terms of this Agreement, Fieldwood II may proceed with the activities contemplated in the Proposal regardless of whether Owner elects to participate.

Section 4.3. Sidetrack, Bypass, or Deepening Project. If the Proposal is for a Sidetrack, Bypass, or Deepening Project and Owner does not reject such Proposal as contemplated under Section 3.2(a) then Fieldwood II may proceed with the Sidetrack, Bypass, or Deepening Project at its sole risk and expense; provided, however, that before it may proceed with such Proposal, within thirty (30) days of the expiration of the Election Period, (a) Fieldwood II must provide Owner with Project Security for the operations contemplated under such Proposal and (b) the Pre-Existing Net Profit relating to such Sidetrack, Bypass, or Deepening Project shall have been determined either by agreement of the Parties or by the Expert. If Fieldwood II fails to timely provide Owner with Project Security with respect to any Proposal, then such Proposal shall automatically terminate and have no further or ongoing force or effect and shall be deemed to have been withdrawn by Fieldwood II; and, in such event, Fieldwood II may not proceed with the Project contemplated under the applicable Proposal. In the event Fieldwood II proceeds with a Sidetrack, Bypass, or Deepening Project as permitted herein, (i) Fieldwood II shall pay 100% of the Capital Development Project Costs associated with the Sidetrack, Bypass, or Deepening Project and attributable to Owner Interests, (ii) following the completion of the Sidetrack, Bypass, or Deepening Project as a successful completion, Fieldwood II will receive an assignment of the FWII NPI in a form substantially the same as Exhibit B attached hereto, reserving unto Owner the ORRI, (iii) except for P&A Costs as set forth below in clause (iv), upon either completion or termination of the Sidetrack, Bypass, or Deepening Project, Fieldwood II shall not be responsible for any expenses, costs, losses, or operations associated with the well that is the subject of such Project, and (iv) at such time as P&A work and activities are performed on the well that is the subject of such Sidetrack, Bypass, or Deepening Project, Fieldwood II shall pay to Owner fifty percent (50%) of Owner's share of the incremental P&A Costs, if any, incurred by the Sidetrack, Bypass, or Deepening Project. Owner shall have the right to cash call Fieldwood II for its share of P&A Costs due hereunder; and, in such event, Fieldwood II shall pay Owner such cash called amounts within thirty (30) days of its receipt of such cash call request. Owner shall promptly following completion of the P&A notify

Fieldwood II of the incremental costs incurred and reimburse Fieldwood II for any overpayment, if applicable. For the avoidance of doubt, at such time as Fieldwood II has reached the Recovery Threshold for such applicable Sidetrack, Bypass, or Deepening Project, the FWII NPI will be reduced from one hundred percent (100%) to fifty percent (50%). The assignment of the NPI to Fieldwood II pursuant to this Section 4.3 shall: (1) be subject to this Agreement, (2) be “as-is,” without warranties of any kind, and expressly subject to all agreements and matters of record, and Permitted Encumbrances, (3) be subject to the ORRI reserved by Owner hereunder, and (4) be limited as further described in Section 4.9(a). For the avoidance of doubt, with respect to any Sidetrack, Bypass, or Deepening Project undertaken by Fieldwood II, (A) Owner shall have no liability or responsibility to Fieldwood II in the event Fieldwood II is unable to reach the Recovery Threshold relative to such Project, and (B) regardless of whether Fieldwood II reaches the Recovery Threshold relative to such Project, Fieldwood II shall be responsible for fifty percent (50%) of Owner’s share of the incremental P&A Costs caused by the subject of the Sidetrack, Bypass, or Deepening Project. For the avoidance of doubt, for the purpose of this Section 4.3, so long as Owner does not reject such Proposal as contemplated under Section 3.2(a) and subject to the other terms of this Agreement, Fieldwood II may proceed with the activities contemplated in the Proposal regardless of whether Owner elects to participate.

Section 4.4. Fieldwood II Project Manager. In the event Fieldwood II is not the contract operator of an Owner Interest at the time of a Proposal or at the time a Capital Development Project is performed, Fieldwood II shall be the project manager on behalf of Owner for the operation, and Owner shall take reasonable actions necessary to cause the then current operator or contract operator to promptly proceed with the operations described in the Proposal at Fieldwood II’s direction. In furtherance of such right of Fieldwood II to be the project manager for such operation, Owner, to the extent it has the ability to do so, hereby grants to Fieldwood II the following rights as the project manager: (i) the right to directly consult with, advise, and direct the then current operator or contract operator, as applicable, regarding such operation, provided that Owner’s Representatives shall be included in any such consultations, (ii) access to all books, records, data, and information relating to such operation (including any daily or other periodic operations reports), provided that such access shall be subject to the same restrictions on access and disclosure as apply to Evaluation Data under Section 3.2, and (iii) access to all facilities relating to such operation subject to Fieldwood II’s execution of a mutually agreeable boarding agreement. All reasonable out-of-pocket costs incurred by Fieldwood II in performing the foregoing activities as such project manager shall be included in the Capital Development Project Costs for the applicable Project.

Section 4.5. Election Well.

(a) Operating Agreement. If the Proposal is for the drilling of an Election Well, then contemporaneously with Owner electing to participate in an Election Well, to the extent not in conflict with any existing Third Party Operating Agreements, the Parties shall execute and deliver to each other an operating agreement in substantially the form attached hereto as Exhibit D (each, a “**Subject Operating Agreement**”) setting forth the Owner Percentage and FWII Earned Interest, and the “Contract Area” under such Subject Operating Agreement shall be limited to the Prospect Area to be assigned to Fieldwood II under this Section 4.5(a) if Fieldwood II were to become entitled to such assignment hereunder; provided, however, if

Fieldwood II does not earn the assignment to be made pursuant to Section 4.5(b) with respect to any Proposal for which the Parties have executed a Subject Operating Agreement, then such Subject Operating Agreement shall be deemed to have terminated, and the Parties shall take such further actions and execute such additional documents as may be necessary or appropriate to evidence the termination of such Operating Agreement. With respect to each Prospect that may be the subject of a Proposal for an Election Well, the “**Prospect Area**” associated with any such Prospect shall be limited to (i) such area as may be reasonably developed and drained by such individual well without need for further development within the applicable Prospect Area and (ii) depths from the top of shallowest Objective Formation tested by such Election Well down to the stratigraphic equivalent of one hundred (100) feet below the base of the deepest Objective Formation tested by such Election Well from which production is commenced within two (2) years after spudding such Election Well.

(b) Owner Participation. If Owner elects to participate in an Election Well, then Fieldwood II shall provide Owner with Project Security for the Election Well, and then, only after providing Owner with such Project Security, may proceed with the Election Well at its sole risk and expense. In such event, (i) Fieldwood II (A) shall pay 100% of the Election Well Costs associated with the Election Well and attributable to Owner Interests and (B) upon completing the Election Well as a successful completion, will receive an assignment of the FWII Earned Interest applicable to such Election Well in a form substantially the same as Exhibit C attached hereto (the “**Base Assignment Form**”), subject to Section 4.9(c), and shall receive the FWII Earned Interest share of Revenue and bear the FWII Earned Interests share of Operating Costs relative to the Project until Fieldwood II has reached the Recovery Threshold relative to such Project, and (ii) thereafter, the ongoing Revenue and Operating Costs, and including P&A Costs, associated with the Project shall be received and borne by the Parties in accordance with the Owner Percentage and FWII Earned Interest, provided that Owner shall not bear any portion of the ORRI or the Operating Costs incurred prior to Fieldwood II reaching the Recovery Threshold. For the avoidance of doubt, at such time as Fieldwood II has reached the Recovery Threshold for such applicable Election Well, the FWII Earned Interest will be reduced from one hundred percent (100%) of the applicable Owner Interests to fifty percent (50%) of such Owner Interests, in each case still subject to the ORRI. The assignment of the FW II Earned Interest to Fieldwood II pursuant to this Section 4.5(b) shall: (1) be subject to this Agreement, (2) be “as-is,” without warranties of any kind, and expressly subject to all agreements and matters of record, and Permitted Encumbrances, (3) reserve unto Owner the ORRI, and (4) convey the applicable FWII Earned Interest as further described in Section 4.9(b). For the avoidance of doubt, if the Election Well is a dry hole or results in a completion for which Fieldwood does not reach the Recovery Threshold, then Fieldwood II shall be solely responsible for bearing such loss and for performing the P&A associated with Owner Interests in such well, including paying all such associated P&A Costs.

(c) Third Party Operating Agreements. During the Term, in the event that any Prospect Area is subject to any existing operating agreement other than a Subject Operating Agreement (each a “**Third Party Operating Agreement**”), then the terms of such Third Party Operating Agreement shall govern and control. In the event the Prospect Area for a Proposal is subject to a Third Party Operating Agreement, Owner agrees to take such reasonable actions as may be required by the terms of such agreement to propose the Proposal to the other parties to

such agreement; provided, that Fieldwood II shall assist Owner in taking such actions as may reasonably be requested by Owner.

(d) Operating Agreement Conflicts. To the extent that the provisions of this Agreement conflict with the provisions of any Third Party Operating Agreement, then solely between the Parties, the provisions of this Agreement shall govern and control, *mutatis mutandis*; provided, however, upon commencement of any Election Well, the provisions of any applicable Operating Agreement shall govern all further elections and operations with respect to such Election Well and any subsequent operations within a Prospect Area.

(e) Operator Designation. To the extent permitted by applicable Law and subject to the terms of any Third Party Operating Agreement, upon written request of Owner (with the consent of Apache acting reasonably) for each Prospect Area associated with an Election Well pursuant to which Fieldwood II earns a FWII Earned Interest, Fieldwood II shall be designated and assume the responsibilities of operator of each such Prospect Area. In such event, Owner agrees to take reasonable actions in assisting Fieldwood II in having all co-owners of such Prospect Area agree to such designation and to execute the required documentation for such designation.

(f) Existing Facilities. Subject to (i) the terms of any applicable Third Party Operating Agreement and applicable Law and (ii) the condition of the applicable facilities and any operations then being conducted thereon, to the extent Owner has the ability to grant Fieldwood II such rights, Fieldwood II shall be entitled to access and use existing facilities owned by Owner to the extent necessary to drill, evaluate, complete, equip, and produce any Election Well, free of costs except Third Party costs and the fees described in Section 4.11 (which costs shall be Election Well Costs), and Owner shall take commercially reasonable actions to help facilitate Fieldwood II's right to access such facilities. In so accessing any of Owner's facilities, Fieldwood II shall execute and deliver to Owner a boarding agreement or such other instrument as may be reasonably required by Owner in its reasonable discretion to permit Fieldwood II's access to such facilities and to allocate risks associated with Fieldwood II's operations on such facilities.

(g) Elections Not to Participate. Notwithstanding anything herein to the contrary, if the Proposal is to drill an Election Well and Owner does not elect to participate within the Election Period, then the Proposal shall expire, and neither Party shall have any obligation to the other with respect to the Proposal and Fieldwood II shall have no right to proceed with drilling the Election Well. If Owner or its successors or assigns undertake to drill the Election Well described in the Proposal within two (2) years after expiration of the Election Period for such Proposal, then Owner shall offer Fieldwood II the right (exercisable for a period of 30 days) to participate in such Election Well on the same terms as set forth in the original Proposal and this Agreement.

(h) Trust NPIs. The Parties recognize and agree that this Agreement constitutes a "Farmout Agreement" under Section 7.4 of the Decommissioning Agreement with respect to Election Wells and the FWII Earned Interests earned by Fieldwood II. As a result, the FWII

Earned Interests to be transferred to Fieldwood II pursuant to Section 4.5(b) shall be transferred free and clear of the Trust NPIs.

Section 4.6. Withdrawal or Termination of Proposals.

(a) Subject to any applicable Third Party Operating Agreement, Fieldwood II may withdraw a Proposal at any time prior to the mobilization of materials and equipment toward the commencement of operations under the Proposal. If a Proposal is withdrawn by Fieldwood II or deemed to have been withdrawn as provided in this Agreement, then all terms of this Agreement shall be interpreted as if such Proposal was never made.

(b) Notwithstanding Section 4.6(a), with respect to any Project for which Fieldwood II has the right to proceed hereunder, the Proposal for such Project shall be deemed to have automatically terminated and been withdrawn if Fieldwood II does not (i) Commence the applicable Project within one hundred twenty (120) days (excluding any extension expressly agreed to in writing by the Parties) following Fieldwood II's making of such Proposal and (ii) thereafter diligently and continuously perform such Project until completed, subject to extensions of the foregoing time period to the extent Fieldwood II is prevented from either Commencing or performing such Project by events of Force Majeure; provided that Fieldwood II shall make reasonably diligent efforts to overcome such events of Force Majeure. In the event any Project is deemed terminated or withdrawn, Owner shall promptly return to Fieldwood II any Project Security it provided to Owner under this Agreement in connection with such Proposal.

(c) If a Proposal is terminated pursuant to Section 4.6(b) as a result of Fieldwood II's failure to timely Commence performance of a Project, then (i) the applicable Owner may elect to conduct the Project that was the subject of such Proposal without any obligation to offer Fieldwood II the opportunity to participate in such Project notwithstanding any term in this Agreement to the contrary and (ii) if Owner has not so elected and Fieldwood II desires to conduct the Project that was the subject of such terminated Proposal, it must resubmit a new Proposal for such Project which shall be subject to the terms of this Agreement in all respects.

Section 4.7. Project Security. With respect to any Project for which Fieldwood II has provided Owner with Project Security hereunder, upon the occurrence of the Recovery Threshold for such Project, the Owner agrees that the principal amount of such Project Security shall be proportionately reduced in an amount corresponding to the reduction of Fieldwood II's responsibility for costs and expenses attributable to such Project including the reduction of its P&A obligations; and the Parties agree to execute such instruments or take such other actions as may be reasonably necessary to evidence such reduction.

Section 4.8. Liability for Operations.

(a) **With respect to any operations conducted by Fieldwood II or its contractors on any Capital Development Project or Election Well, as between Owners and Fieldwood II, Fieldwood II shall be solely responsible and liable for, and shall fully indemnify, defend, and hold harmless Owners, their affiliated and subsidiary companies, contractors (other than Fieldwood II), representatives, and consultants, and all of their respective**

officers, directors, and employees, from and against any and all claims, demands, suits, causes of action, judgments, fines, penalties, or orders relating to or arising out of the operations so conducted by Fieldwood II or its contractors, including, without limitation, incidents of non-compliance, civil penalties, personal injuries, property damage, or pollution, without regard to the negligence (whether sole, joint, or concurrent, or active or passive), strict liability, or other fault of the foregoing indemnified Persons, except to the extent resulting from the gross negligence or willful misconduct of any of the foregoing indemnified Persons.

(b) Notwithstanding anything herein to the contrary, in no event shall Fieldwood II be liable for any damages or claims arising in whole or in part from its failure or inability to reach the Objective Depths or Objective Formations.

Section 4.9. Assignments.

(a) NPI Assignments. If Fieldwood II is entitled to receive an assignment of a FWII NPI in connection with any Capital Development Project, such assignment shall be limited to the interval completed or worked over as a result of such operation.

(b) Election Well Assignments. If Fieldwood II is entitled to receive an assignment from Owner in connection with any Proposal for an Election Well, such assignment shall, subject to Section 4.9(c) below, be limited to the applicable oil and gas lease(s) insofar as it pertains to each Prospect Area that is developed by the Election Well and the depths as specified in Section 4.5(a) above.

(c) BOEM Assignments. To the extent any Prospect Area in which Fieldwood II earns an assignment of the FWII Earned Interest hereunder covers all or a part of one or more aliquots in which BOEM would recognize Fieldwood II's ownership, then in conjunction with the assignment of the FWII Earned Interest and notwithstanding the Base Assignment Form, the Parties agree to execute and file appropriate BOEM-0150 forms from the pertinent Owner to Fieldwood II and covering fifty percent (50%) of Owner's BOEM recognized operating rights in and to such aliquot(s) from the surface to one hundred feet (100') below the deepest depth drilled of the applicable Election Well (utilizing the Base Assignment Form attached as Exhibit A thereto) ("**BOEM OR Assignments**"). In such event, the Parties recognize and agree that such BOEM OR Assignments must be filed with BOEM or such other required Governmental Authorities. In the event any such Governmental Authorities fail to accept or approve any such BOEM OR Assignments, the Parties will fully cooperate in the development of an assignment and any other filings or instruments that will comply with the requirements of such Governmental Authority's filing and approval procedures (or such other filing procedures as may be hereafter promulgated) or as will accomplish the intent of this Agreement, together with assignments to be filed in the adjacent county or parish records reasonably necessary to give effect to the intent of this Agreement and provide Third Parties with notice of any such assignments. Notwithstanding the foregoing, if, as a result of circumstances beyond the reasonable control of Owner and Fieldwood II, the assignment will not be approved by BOEM, the Parties will file the BOEM OR Assignment in the non-required records maintained by BOEM for the applicable lease or leases.

(d) ORRI. It is understood and agreed that the ORRI reserved by the applicable Owner under any certain assignment made pursuant to the terms of this Agreement shall apply to all renewals, extensions, and other similar arrangements (and/or interests therein) of the applicable subject lease(s). Only a new lease taken by Fieldwood II, its successors or assigns, within one (1) year after expiration or release of a such applicable subject lease and which covers the same lands, shall be considered a renewal or extension for the purposes hereof.

Section 4.10. Rights upon Abandonment of Certain Wells.

(a) Abandonment Notice. Subject to the terms of all applicable Third Party Operating Agreements, in the event that Owner and/or the other joint owners in any of the Owner Interests, if any, desire to permanently plug and abandon a well in the Development Area that was producing on the Execution Date (each a “**P&A Well**”), Owner (or, if the TSA is then in effect, Fieldwood II) shall provide Fieldwood II, no later than the earlier of (A) fifteen (15) days prior to the election deadline set forth in the applicable Third Party Operating Agreement, if any, for which the Owner must elect whether to permanently plug and abandon such well and (B) one hundred and twenty (120) days prior to the commencement of such plugging, abandonment, dismantling, or decommissioning, a written notice to Fieldwood II (with a copy to Owner and Apache) (“**Abandonment Notice**”) that identifies such P&A Well and, if there are no other then-completed wells within such applicable aliquot, the leasehold interests in the aliquot within which such P&A Well is then completed and for which BOEM would recognize an assignment of such interest to Fieldwood II (the “**P&A Leasehold**”); provided that if the TSA is then in effect or if Fieldwood II or its Affiliate is then the contract service provider to Owners, Owners shall not be obligated to provide any such Abandonment Notice to Fieldwood II. Notwithstanding anything herein to the contrary, Owners shall have no liability or obligations to Fieldwood II as a result of the failure to provide Fieldwood II with any Abandonment Notice.

(b) Right to Acquire P&A Well. Subject to the terms of any Third Party Operating Agreement, Fieldwood II may elect to acquire all or any P&A Well and the corresponding P&A Leasehold, if any, by delivering a written election to acquire same no later than ten (10) days after Fieldwood II’s receipt of an Abandonment Notice. If Fieldwood II fails to deliver a written election to acquire any P&A Well prior to or on the date ten (10) days after receipt of an Abandonment Notice, such failure shall be deemed an election not to acquire any such P&A Well. Notwithstanding anything in this Agreement to the contrary, Fieldwood II’s election to acquire any P&A Well may be accepted or rejected by Owner in Owner’s sole discretion.

(c) Effect of Exercise. If Fieldwood II validly elects to acquire any P&A Well and the corresponding P&A Leasehold, if any, such election shall constitute a binding obligation of Fieldwood II to acquire Owner Interests in same no later than the later of (i) sixty (60) days after Fieldwood II’s election or (ii) the date Fieldwood II obtains all applicable pre-assignment approvals, qualifications, right of use easements, and permits required under applicable Laws and contracts to acquire and operate (if applicable) such P&A Well and P&A Leasehold, if any. Owner and Fieldwood II shall execute and deliver to Fieldwood II such forms and instruments reasonably requested by Fieldwood II or Owner, including an assignment in form mutually agreeable to the Parties; provided, however, that the P&A Well and P&A Leasehold, if any,

shall be assigned subject to this Agreement, “as-is” and without warranties of any kind, and expressly subject to all agreements and matters of record and all existing encumbrances. In consideration for such assignment, Fieldwood II shall assume, and perform and indemnify, defend, and hold harmless Owner, from the P&A Costs with respect to such P&A Well and P&A Leasehold, if any; however, Owner shall retain liability for and indemnify, defend, and hold harmless Fieldwood II for all other obligations related to the time period prior to the assignment. In connection with delivery of the assignment hereunder, at the sole cost and expense of Fieldwood II, the Owner shall deliver to, or cause to be delivered to, Fieldwood II all Well Data and all other records and information in its possession with respect to the P&A Well in a manner reasonably agreed to by the Parties. Owner shall cooperate with Fieldwood II to execute any assignment, designation of operator, or any other instrument reasonably required by Fieldwood II to consummate the intent of this Section 4.10, including Fieldwood II becoming the owner and designated operator of the P&A Well and P&A Leasehold, if any.

Section 4.11. Processing Fees. Subject to any applicable Third Party Operating Agreement and in the absence of any other agreement between the Parties governing the processing of production at any facility owned or operated by Owner, Fieldwood II agrees to pay Owner the following fees for the FWII Earned Interest share of production processed at any facility owned by Owner:

- (a) \$2.00 per barrel for oil/condensate;
- (b) \$1.50 per barrel for water; and
- (c) \$0.20 per MCF for gas.

As used herein, “MCF” means one thousand cubic feet measured at standard pressure and temperature, defined to as cubic feet of volume at 60 degrees Fahrenheit and 14.7 pounds per square inch and a “barrel” is 42 U.S. gallons.

Effective March 1 of each year during which any production from a Project conducted under this Agreement is processed under this Section 4.11, the fees to be charged hereunder shall be adjusted by multiplying the rates then in effect by the percentage increase, if any, in the consumer price index, as published by the Bureau of Labor Statistics of the United States Department of Labor for all Urban Consumers, specifically, the “All Items” Unadjusted Expenditure Category (the “CPI-U”), from (i) December 31 of the year immediately preceding the year then just ended to (ii) December 31 of the year just ended. For the avoidance of doubt, no adjustment will be made in the event of a decrease in the CPI-U for an applicable year.

For the avoidance of doubts, the “Operating Costs” used for the purpose of calculating the FWII NPI and for determining when Fieldwood II has reached the Recovery Threshold shall include the processing fees provided herein with respect to FWII NPI share of production resulting from the Capital Development Project. For the purpose of this Section 4.11, the FWII NPI share means fifty percent (50%) of Owner’s Interest in the production.

Section 4.12. Expert Determination of Pre-Existing Net Profit. If, as contemplated in the definition of Pre-Existing Net Profit, a Party submits the determination of Pre-Existing Net Profit

with respect to any Capital Development Project to the Expert, the procedures set forth in this Section 4.12 shall apply. Prior to submitting such matter to the Expert, the Party intending to make the submission shall provide written notice to the other Party of such intent. If the Parties are still unable to agree upon the Pre-Existing Net Profit within five (5) Business Days following the other Party's receipt of the notice provided herein, then the Party intending to submit the matter to the Expert may so submit such matter to the Expert for final and binding determination. To submit the determination of Pre-Existing Net Profit to the Expert, the submitting Party shall provide the Expert and the other Party with written notice of its request to have the Expert determine Pre-Existing Net Profit. Within five (5) Business Days of providing that notice, the Parties shall each provide the Expert with (a) such data and information as is necessary for the Expert to be able to determine the Pre-Existing Net Profit, which data and information shall include applicable Well Data, Evaluation Data, and production data relating to the well that is the subject of such proposed Capital Development Project and (b) such Party's estimate of the Pre-Existing Net Profit. The Expert shall, within five (5) Business Days of receiving such data and information, make its calculation of the Pre-Existing Net Profit using the data and information it has received from the Parties and the most recently available forward curve strip pricing for crude oil and natural gas as provided by NYMEX as of the date preceding the Expert's determination. In making its determination hereunder, the Expert (i) shall be bound by the provisions of this Section 4.12 and the related definitions and (ii) may not assign a value to the Pre-Existing Net Profit greater than the value provided by Owner or less than the value provided by Fieldwood II. If, prior to the Expert finalizing its determination of the Pre-Existing Net Profit, the Parties reach agreement, then they may withdraw the matter from the Expert. The determination of the Expert shall be (x) final and binding on the Parties and (y) final and non-appealable for all purposes hereunder. The fees and expenses of the Expert under this Section 4.12 shall be borne one half by the Owner and one half by Fieldwood II. If the party selected as the Expert is unable or unwilling to serve as the Expert hereunder, then the Expert shall be selected by lot from among the nationally recognized independent reserves or reservoir engineering firms that have not represented any Party or its Affiliates at any time during the three-year period of time immediately preceding its designation hereunder.

ARTICLE V. MISCELLANEOUS

Section 5.1. Notices. All notices, copies, and other communications that are required or that may be given pursuant to this Agreement (including notices to change the below information) shall be (a) sufficient in all respects if given in writing, in English, and delivered by both email and, additionally, by mail, facsimile, or recognized courier service to the Party to be noticed or copied pursuant to the contact information below that corresponds with the applicable form of notice and (b) deemed received when actually delivered (as reflected by the courier's receipt, facsimile record, or similar electronic receipt (as to email transmissions) or without receipt of invalid delivery):

If to Fieldwood II:

Attn: _____
Telephone: (____) ____ - ____
Fax: (____) ____ - ____
Email: _____

with a copy to:
Apache Corporation
2000 Post Oak Blvd., Suite 100
Attention: Brian Erickson
Attention: Brett Cupit
Telephone: (713) 296-6000
Email: brian.erickson@apachecorp.com
Email: brett.cupit@apachecorp.com

If to Owner:

Attn: _____
Telephone: _____
Fax: (____) ____ - ____
Email: _____

with a copy to:
Apache Corporation
2000 Post Oak Blvd., Suite 100
Attention: Brian Erickson
Attention: Brett Cupit
Telephone: (713) 296-6000
Email: brian.erickson@apachecorp.com
Email: brett.cupit@apachecorp.com

or to such other address or addresses as the Parties or Apache may from time to time designate in writing.

Section 5.2. Conflicts. To the extent that any provision of this Agreement conflicts with the provisions of the TSA, then as solely between the Parties, the provisions of this Agreement shall govern and control. Additionally, Owner's elections in this Agreement are subject to the Company Agreement, and Fieldwood II hereby acknowledges the approval rights of Apache contained therein.

Section 5.3. Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the State of Texas, without regard to the Laws that might be applicable under conflicts of laws principles.

Section 5.4. Venue. Each Party consents to personal jurisdiction in any action brought in the United States federal and state courts located in the State of Texas with respect to any dispute,

claim, or controversy arising out of or in relation to or in connection with this Agreement, and each of the Parties hereto agrees that any action instituted by it against the other with respect to any such dispute, controversy, or claim will be instituted exclusively in the state and federal district courts located in Harris County, Texas. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH DISPUTE ARISING OUT OF THIS AGREEMENT BROUGHT IN SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE.

Section 5.5. Waiver of Jury Trial. EACH OF THE PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY, OR THE ACTIONS OF ANY OTHER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE, AND ENFORCEMENT THEREOF.

Section 5.6. Expenses. Except as provided in another agreement, all fees, costs, and expenses incurred by Fieldwood II and Owner in negotiating this Agreement shall be paid by the Party incurring the same, including, without limitation, legal fees, costs, and expenses.

Section 5.7. Compliance with Law. Each Party agrees that it will comply with applicable Laws, rules, regulations, and orders of Governmental Authority in the performance of this Agreement.

Section 5.8. Amendment. This Agreement may be amended or modified only by a duly authorized agreement in writing that makes reference to this Agreement executed by each Party and consented to by Apache acting reasonably.

Section 5.9. Waiver. Any failure by any Party to comply with any of its obligations, agreements, or conditions herein contained may be waived by the Party to whom such compliance is owed by an instrument signed by the Party to whom compliance is owed and expressly identified as a waiver, but not in any other manner. No waiver of, or consent to a change in or modification of, any of the provisions of this Agreement shall be deemed or shall constitute a waiver of, or consent to a change in or modification of, any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 5.10. Entire Agreement. This Agreement (together with the Exhibits hereto) and the other Transaction Documents constitute the entire agreement among the Parties and supersede any term sheets or oral agreements that may have been made or entered into by the Parties or any of their respective Affiliates relating to the transactions contemplated hereby.

Section 5.11. Assignment. No Party may assign any interest in this Agreement without the prior written consent of the other Party(ies). This Agreement is personal to the Parties, and any attempted assignment shall be void *ab initio*; provided that the foregoing shall not apply if Fieldwood II assigns this Agreement along with its personnel to an Affiliate. Neither assignment

nor consent to assignment shall relieve or release the assignor from its obligations under this Agreement, without an express written release signed by the other Party or Parties. Notwithstanding anything herein to the contrary, this Agreement is personal between Owner and Fieldwood II and shall not constitute a covenant running with the lands included in the Development Area or a burden on any Owner Interests except as to a particular Owner Interest for which (x) Owner has received a Proposal from Fieldwood II relating to such Owner Interest and (y) such Fieldwood II Proposal has not terminated, been withdrawn, or deemed to have been withdrawn.

Section 5.12. Binding Effect. The covenants, provisions, and conditions contained in each Assignment given pursuant to this Agreement are agreed and acknowledged to be covenants running with the land and the respective interests of the Parties and will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Section 5.13. Further Assurances. Subject to the terms and conditions of this Agreement, each Party shall use its reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable, under applicable Law or otherwise, to consummate the transactions contemplated by this Agreement. The Parties agree to and shall execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement in accordance with the terms hereof.

Section 5.14. Construction.

(a) All article, section, schedule, and exhibit references used in this Agreement are to articles and sections of, and Schedules and Exhibits to, this Agreement, unless otherwise specified. The Schedules and Exhibits attached to this Agreement shall not amend or modify this Agreement, but the facts (as distinguished from agreements) stated therein are incorporated herein for all purposes.

(b) Unless otherwise indicated, with respect to either Party, the terms “ordinary course of business” or “ordinary course” shall be deemed to refer to the ordinary conduct of business in a manner consistent with the past practices and customs of such Party.

(c) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The words “include”, “includes” or “including” do not limit the preceding terms and shall be deemed to be followed by the words “without limitation.” The words “hereof,” “hereto,” “hereby,” “herein,” “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular section or article in which such words appear. The term “or” is not exclusive.

(d) The terms “day” and “days” mean and refer to calendar day(s). The terms “year” and “years” mean and refer to calendar year(s). If any action is to be taken or given on or by a

particular calendar day, and such calendar day is not a Business Day, then such action shall be deferred until the next Business Day.

(e) Owner and Fieldwood II have each participated in the negotiation and drafting of this Agreement and if an ambiguity should arise, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement.

(f) The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

(g) The phrase “made available” means that such Party or one of its Affiliates or Representatives has had the opportunity prior to the date hereof to review such documents or materials at the offices of another Party or its Affiliates.

(h) All references to currency herein shall be to, and all payments required hereunder shall be paid in, United States Dollars.

(i) The serial comma is sometimes included and sometimes omitted. Its inclusion or omission shall not affect the interpretation of any phrase.

Section 5.15. No Partnership. Except as otherwise expressly provided in this Agreement, (a) nothing in this Agreement is intended to create, or shall be construed as creating, a partnership, joint venture, association for profit, or other business entity between or among the Parties and (b) for federal and state income tax purposes, the Parties do not intend that the provisions of Subchapter K, Chapter 1, Subtitle A of the Internal Revenue Code of 1986, as amended, as permitted and authorized by Section 761 of said Code and the regulations promulgated thereunder apply to the transactions described in this Agreement.

Section 5.16. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties to the greatest extent legally permissible.

Section 5.17. Third Party Beneficiaries. Apache is an express third-party beneficiary of all of the representations and covenants of Owner and Fieldwood II contained in this Agreement. However, Owner and Fieldwood II acknowledge and agree that, except for the third-party beneficiary rights expressly granted to Apache in this Section, this Agreement is entered solely for the benefit of the Parties hereto and shall not create any rights, including without limitation third-party beneficiary rights, in favor of any other party.

Section 5.18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any .pdf or other electronic transmission hereof or signature hereon shall, for all purposes, be deemed originals.

[Remainder of Page Intentionally Blank]

Executed as of the Execution Date but effective as of the Effective Date.

OWNER:

[FIELDWOOD ENERGY I LLC]

By: _____

Name:

Title:

GOM SHELF LLC

By: _____

Name:

Title:

FIELDWOOD II:

[FIELDWOOD ENERGY II LLC]

By: _____

Name:

Title:

Signature Page to Farmout Agreement

EXHIBIT A

DEVELOPMENT AREA (INCLUDING OIL AND GAS LEASES)

[See Attached]

ADD:

Exhibit B Form of Net Profits Interest Assignment

Exhibit C Form of Election Well Assignment

Exhibit D Form of Operating Agreement

ASSIGNMENT OF NET PROFITS INTEREST

This ASSIGNMENT OF NET PROFITS INTEREST (“**Assignment**”) dated [_____, 202_], but effective as of 12:01 a.m. Central Standard Time, on [●], 202_ (the “**Effective Time**”), is from [Fieldwood Energy I LLC, a Texas limited liability company / GOM Shelf LLC, a Delaware limited liability company], with an office at [●] (“**Assignor**”) to [Fieldwood Energy II LLC, a Delaware limited liability company, with an office at 2000 West Sam Houston Parkway South, Suite 1200, Houston, Texas 77042]² (“**Assignee**”). Assignor and Assignee sometimes individually referred to herein as, a “**Party**” and collectively referred to herein as, the “**Parties**”.

FOR Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, BARGAINS, SELLS, CONVEYS and ASSIGNS to Assignee the Assigned NPI (as defined below), reserving unto Assignor the ORRI.

TO HAVE AND TO HOLD the Assigned NPI under Assignee subject to the ORRI and the following terms and conditions:

1. As used in this Assignment, the following terms shall have the meanings ascribed to them below:

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with, such specified Person through one (1) or more intermediaries or otherwise; provided, however, that, for the purposes of this Agreement, Assignor shall not be deemed an Affiliate of Assignee, and *vice versa*. For the purposes of this definition, “control” means, where used with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlling” and “controlled” have correlative meanings.

“Assigned NPI” means with respect to production from the Interval, a net profits interest equal to (i) one hundred percent (100%) of the Excess Net Profit until Assignee has reached the Recovery Threshold with respect to such Interval and (ii) from and after such time that Assignee has reached the Recovery Threshold with respect to such Interval, automatically reducing to fifty percent (50%) of the Excess Net Profit.

“Capital Development Project” means the Capital Development Project (as defined in the Farmout Agreement) resulting in this Assignment.

¹ Note to Draft: Effective Time shall be the date the Proposal was made.

² Note to Draft: Entity name to be determined.

“Capital Development Project Costs” means any and all out-of-pocket costs and expenses incurred in (i) developing, preparing for, and completing the Capital Development Project and (ii) conducting all other operations set forth in the Proposal which costs and expenses are, in each case, attributable to Assignor’s right, title, and interest in and to the Interval, including, without limitation, all reasonable Third Party engineering costs, legal costs, and permitting costs, but excluding overhead and general and administrative costs.

“Excess Net Profit” means the Net Profit from the Capital Development Project over any applicable period, minus the Pre-Existing Net Profit. For the purposes of this Assignment, the Pre-Existing Net Profit that would have been realized over such period if the Capital Development Project had not been undertaken will be deemed to be zero (\$0) for a recompletion where the well’s production data from the most recent three (3) months of production prior to the date Assignee, or another operator pursuant to Section 4.4 of the Farmout Agreement, applies for a permit to modify the applicable well shows the existing completion producing at average rates of less than fifty (50) barrels of oil per day or, if the well is a gas well, three hundred (300) MCFD of gas; provided, however, periods during which the well was intermittently shut-in during such three (3) month period shall be excluded from the calculation of average production so that such average is not artificially lowered as a result of any such intermittent shut-ins.

“Existing Burdens” has the meaning given such term in the Farmout Agreement, as such is applied to Assignor’s interest in the Well at the time the Proposal was made.

“Farmout Agreement” means that certain Farmout Agreement dated [●] by and between Fieldwood Energy I LLC and GOM Shelf, collectively as Owner, and [Fieldwood Energy II LLC].

“Interval” means the completed or reworked interval from [●] feet TVDSS to [●] feet TVDSS in the Lease as such production is obtained from the Well.

“Lease” means that oil and gas lease [OCS or State of Louisiana No.] dated granted by in favor of .

“MCFD” means thousand cubic feet of gas per day, as measured at a base temperature of sixty degrees Fahrenheit (60°F) and a base pressure of fourteen and sixty-five hundredths (14.65) pounds per square inch absolute (psia).

“Net Profit” means, with respect to Assignor’s rights, title, and interest in and to the production from the Interval, the difference obtained by subtracting Operating Costs from Revenue; where (i) “Operating Costs” equals the sum of (1) direct operating costs related to the Well during the applicable production month, including platform, facility, processing, and pipeline operating costs and fees allocated equally amongst all producing wells on or tied back to such platform, if applicable, (2) all Existing Burdens on such Interval, (3) all severance or other taxes measured or calculated based upon production from such Interval (but for the avoidance of doubt, excluding income taxes and ad valorem taxes), and (4) the ORRI, and (ii) “Revenue” equals the net revenue attributable

to Assignor's net revenue interest in the proceeds of production from the Interval for that applicable production month.

"ORRI" means, with respect to the Assigned NPI, an overriding royalty interest equal to twenty-five percent (25%) less Existing Burdens proportionately reduced to the Assigned NPI, as applicable and further proportionately reduced as the Assigned NPI may be reduced pursuant to the terms of the Farmout Agreement as a result of Assignee achieving the Recovery Threshold with respect to the Interval; provided however, for the avoidance of doubt, any payment made pursuant to the Trust A NPI or the Trust A-1 NPI with regard to production from the Interval shall reduce on a dollar for dollar basis the amount of any ORRI payment during a particular payment period.

"Person" means an individual, corporation, partnership, limited liability company, association, joint stock company, trust or trustee thereof, estate or executor thereof, unincorporated organization, joint venture, or any other legally recognizable entity.

"Pre-Existing Net Profit" means _____³.

"Proposal" means the Proposal (as defined in the Farmout Agreement) for the Capital Development Project.

"Recharacterization Mortgages" means those certain Mortgages and Deeds of Trust from Fieldwood Energy LLC and GOM Shelf LLC to Matthew Dundrea, Trustee, and Apache Corporation, as Collateral Agent, dated as of September 30, 2013, as amended, covering and securing the Trust A NPI and the Trust A-1 NPI.

"Recovery Threshold" means, with respect to the Capital Development Project, Assignee's recovery from the Assigned NPI equal to one hundred percent (100%) of the Capital Development Project Costs incurred by Assignee in performing such Capital Development Project.

"Third Party" means any Person who is not a Party or any Affiliate of any Party.

"Trust A NPI" means that certain net profits overriding royalty interest created and conveyed under and pursuant to those certain Conveyances of Net Profits Overriding Royalty Interest dated September 30, 2013, as supplemented and amended from time to time, from Fieldwood Energy LLC and GOM Shelf LLC, as Grantor, and the Fieldwood Decommissioning Trust A, as NPI Owner, covering the properties and interests described therein.

³ Note to Draft: Since this will be determined prior to the time this assignment is made, suggest that we include this information in the assignment so that the amount of the Assigned NPI can be determined.

“Trust A-1 NPI” means that certain net profits overriding royalty interest created and conveyed under and pursuant to those certain Conveyances of Net Profits Overriding Royalty Interest dated September 30, 2013, as supplemented and amended from time to time, from Fieldwood Energy LLC and GOM Shelf LLC, as Grantor, and the Fieldwood Decommissioning Trust B, as NPI Owner, covering the properties and interests described therein, as such net profits overriding royalty interest was amended, assigned, and partially released pursuant to that certain Assignment, Amendment, and Partial Release of Net Profits Overriding Royalty Interest dated as of April 11, 2018 by and between Fieldwood Energy LLC, GOM Shelf LLC, the Fieldwood Decommissioning Trust B, and the Fieldwood Decommissioning Trust A.

“Well” means the [●] well located on [●].

2. Agreements. This Assignment is made subject to and is burdened by the Existing Burdens and the terms of the Farmout Agreement.
3. ORRI. The ORRI is expressly reserved unto Assignor hereunder and shall be a non-operating, non-expense-bearing, overriding royalty interest, free of cost and expense of production, operations, marketing, and delivery of the hydrocarbons to the applicable delivery points.
4. Warranties. EXCEPT AS SET FORTH BELOW, THIS ASSIGNMENT IS MADE, AND THE ASSIGNED NPI IS CONVEYED AND ASSIGNED HEREUNDER, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR CHARACTER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, FITNESS FOR ANY PARTICULAR PURPOSE, MARKETABILITY, MERCHANTABILITY, FREEDOM FROM DEFECTS, QUALITY OR PRESENCE OF HYDROCARBONS OR RESERVES, AND ANY OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY; AND ASSIGNOR DOES HEREBY DISCLAIM AND ASSIGNEE WAIVES ANY AND ALL SUCH REPRESENTATIONS OR WARRANTIES. THE ASSIGNED NPI SHALL BE ASSIGNED TO ASSIGNEE FREE AND CLEAR OF ANY AND ALL MORTGAGES, LIENS, AND ENCUMBRANCES CREATED BY, THROUGH, OR UNDER FIELDWOOD ENERGY LLC AND/OR ASSIGNOR AND ANY OF THEIR AFFILIATES, EXCLUDING THE TRUST A NPI, THE TRUST A-1 NPI, AND THE RECHARACTERIZATION MORTGAGES WHICH SHALL CONTINUE TO BURDEN THE ASSIGNED NPI, BUT WHICH WILL AFFECT THE ORRI IN THE MANNER DESCRIBED IN THE DEFINITION OF ORRI.
5. Compliance with Laws. This Assignment is made subject to all applicable laws, statutes, ordinances, permits, decrees, orders, judgments, rules, and regulations that are promulgated, issued or enacted by a governmental entity having jurisdiction, and Assignee agrees to comply with the same on and after the Effective Time.
6. Successors and Assigns. The terms, covenants, and conditions contained in this Assignment are binding upon and inure to the benefit of the Parties and their respective successors and assigns, and such terms, covenants, and conditions are covenants running with the land and with each subsequent transfer or assignment of the Assets or any part thereof.

7. Redhibition Waiver. ASSIGNEE: (I) WAIVES ALL RIGHTS IN REDHIBITION PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2520, ET SEQ.; (II) ACKNOWLEDGES THAT THIS EXPRESS WAIVER SHALL BE CONSIDERED A MATERIAL AND INTEGRAL PART OF THIS SALE AND THE CONSIDERATION THEREOF; AND (III) ACKNOWLEDGES THAT THIS WAIVER HAS BEEN BROUGHT TO THE ATTENTION OF ASSIGNEE, HAS BEEN EXPLAINED IN DETAIL AND THAT ASSIGNEE HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THIS WAIVER OF WARRANTY OF FITNESS AND WARRANTY AGAINST REDHIBITORY VICES AND DEFECTS FOR INTERESTS ASSIGNED AND CONVEYED HEREUNDER.

8. UTPCPL Waiver. TO THE EXTENT APPLICABLE TO THE ASSIGNED NPI OR ANY PORTION THEREOF, ASSIGNEE HEREBY WAIVES THE PROVISIONS OF THE LOUISIANA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW (LA. R.S. 51:1402, ET SEQ.). ASSIGNEE WARRANTS AND REPRESENTS THAT IT: (I) IS EXPERIENCED AND KNOWLEDGEABLE WITH RESPECT TO THE OIL AND GAS INDUSTRY GENERALLY AND WITH TRANSACTIONS OF THIS TYPE SPECIFICALLY; (II) POSSESSES THE REQUISITE KNOWLEDGE, EXPERIENCE, AND EXPERTISE TO EVALUATE INDEPENDENTLY THE MERITS AND RISKS OF THE TRANSACTIONS HEREIN CONTEMPLATED; AND (III) IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION.

9. Further Assurances. Each Party covenants and agrees to execute and deliver to the other Party all such additional reasonable instruments and other documents and will do all such other reasonable acts and things as may be reasonably necessary to accomplish the intent of this Assignment.

10. Governing Law. This Assignment shall be governed and construed in accordance with the Laws of the State of Texas, without regard to the Laws that might be applicable under conflicts of laws principles.

11. Jurisdiction and Venue. Each Party consents to personal jurisdiction in any action brought in the United States federal and state courts located in the State of Texas with respect to any dispute, claim, or controversy arising out of or in relation to or in connection with this Assignment, and each of the Parties hereto agrees that any action with respect to any such dispute, controversy, or claim will be determined exclusively in a state or federal district court located in Harris County, Texas, and they do hereby irrevocably submit to the exclusive jurisdiction of such courts for such purposes. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such dispute arising out of this assignment brought in such court or any defense of inconvenient forum for the maintenance of such dispute.

12. Counterparts. This Assignment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Assignment.

[Signature Page to Follow]

EXECUTED on the day and year first referenced above, but effective as of the Effective Time.

ASSIGNOR:

WITNESSES:

**[FIELDWOOD ENERGY I LLC / GOM
SHELF LLC]**

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

STATE OF [●] §

COUNTY OF [●] §

On this ____ day of _____, 202__, before me appeared [●] to me personally known, who, being by me duly sworn (or affirmed) did say that [he/she] is the [●] of [Fieldwood Energy I LLC / GOM Shelf LLC], a [Texas / Delaware] limited liability company, and that the instrument was signed on behalf of the limited liability company and by the authority of the Members and that [he/she] acknowledged the instrument to be the free act and deed of the limited liability company.

NOTARY PUBLIC

STATE OF [●]

COUNTY OF [●]

Printed Name: _____

ASSIGNEE:

WITNESSES:

[FIELDWOOD ENERGY II LLC]

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

STATE OF [●] §

§

COUNTY OF [●] §

On this ____ day of _____, 202_, before me appeared [●] to me personally known, who, being by me duly sworn (or affirmed) did say that [he/she] is the [●] of [Fieldwood Energy II LLC], a Delaware limited liability company, and that the instrument was signed on behalf of the limited liability company and by the authority of the Members and that [he/she] acknowledged the instrument to be the free act and deed of the limited liability company.

NOTARY PUBLIC

STATE OF [●]

COUNTY OF [●]

Printed Name: _____

ASSIGNMENT AND BILL OF SALE

This ASSIGNMENT AND BILL OF SALE (“**Assignment**”) dated [_____, 202_], but effective as of 12:01 a.m. Central Standard Time, on [●], 202_ (the “**Effective Time**”), is from [Fieldwood Energy I LLC, a Texas limited liability company / GOM Shelf LLC, a Delaware limited liability company], with an office at [●] (“**Assignor**”) to [Fieldwood Energy II LLC, a Delaware limited liability company, with an office at 2000 West Sam Houston Parkway South, Suite 1200, Houston, Texas 77042] (“**Assignee**”). Assignor and Assignee are sometimes individually referred to herein as, a “**Party**” and collectively referred to herein as, the “**Parties**”.

FOR Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, BARGAINS, SELLS, CONVEYS and ASSIGNS to Assignee the Assigned Interest (as defined below), reserving unto Assignor the ORRI.

TO HAVE AND TO HOLD the Assigned Interest under Assignee subject to the ORRI and the following terms and conditions:

1. As used in this Assignment, the following terms shall have the meanings ascribed to them below:

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with, such specified Person through one (1) or more intermediaries or otherwise; provided, however, that, for the purposes of this Agreement, Assignor shall not be deemed an Affiliate of Assignee, and *vice versa*. For the purposes of this definition, “control” means, where used with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlling” and “controlled” have correlative meanings.

“Assigned Interest” means (subject to and excluding (i) the ORRI and (ii) all of Assignor’s rights, title, and interests in and to all Other Wells) (a) one hundred percent (100%) of Assignor’s right, title, and interest as of the Effective Time in and to the Prospect Area until Assignee has reached the Recovery Threshold with respect to the Well and (b) from and after such time that Assignee has reached the Recovery Threshold with respect to such Well, automatically reducing to fifty percent (50%) of Assignor’s rights, title, and interest as of the Effective Time in and to the Prospect Area.

“Decommissioning Agreement” means the Decommissioning Agreement dated September 30, 2013 by and among Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, and Apache Shelf Exploration LLC, collectively as Seller, and Fieldwood Energy LLC and GOM Shelf LLC, collectively as Buyer, as such has been amended from time to time.

¹ Note to Draft: Effective Time shall be the date the Proposal was made.

“Existing Burdens” has the meaning given such term in the Farmout Agreement, as such is applied to Assignor’s interest in the Well immediately prior to the Effective Time.

“Farmout Agreement” means that certain Farmout Agreement dated [●] by and between Fieldwood Energy I LLC and GOM Shelf, collectively as Owner, and [Fieldwood Energy II LLC].

“Leases” means the oil and gas lease(s) described on Exhibit “A” attached hereto and made a part hereof.

“ORRI” means, with respect to the Assigned Interest, an overriding royalty interest equal to twenty-five percent (25%) less Existing Burdens proportionately reduced to the Assigned Interest, as applicable and further proportionately reduced as the Assigned Interest may be reduced pursuant to the terms of the Farmout Agreement as a result of Assignee achieving the Recovery Threshold.

“Other Wells” means any and all wells located within the Prospect Area as of the Effective Time other than the Well.

“Person” means an individual, corporation, partnership, limited liability company, association, joint stock company, trust or trustee thereof, estate or executor thereof, unincorporated organization, joint venture, or any other legally recognizable entity.

“Project” means the Project (as defined in the Farmout Agreement) with respect to the Well.

“Proposal” has the meaning given such term in the Farmout Agreement.

“Prospect Area” means the Leases, limited as to the lands described on Exhibit “B” attached hereto and made a part hereof, limited in depth from the stratigraphic equivalent of the top of the formation found at [●] feet TVDSS as identified on the [●] log down to and including the stratigraphic equivalent of 100 feet below the base of the formation, as such base is found at [●] feet TVDSS as identified on the [●] log.

“Recovery Threshold” means, with respect to the Well, Assignee’s recovery from the Assigned Interest an amount equal to one hundred percent (100%) of the Well Costs incurred by Assignee with respect to such Project.

“Third Party” means any Person who is not a Party or any Affiliate of any Party.

“Well” means the [●] well, API No. _____, located on OCS _____[●].

“Well Costs” means, to the extent attributable to Assignor’s right, title, and interest in and to the Well, any and all out-of-pocket costs and expenses incurred in (i) drilling, evaluating, completing, and equipping the Well and (ii) conducting all other operations set forth in the applicable Proposal for such Well, including, without limitation, all reasonable Third Party engineering costs, legal costs, and permitting costs, but excluding overhead and general and administrative costs.

2. Agreements. This Assignment is made subject to and is burdened by the Existing Burdens and the terms of the Farmout Agreement.

3. ORRI. The ORRI is expressly reserved unto Assignor hereunder and shall be a non-operating, non-expense-bearing, overriding royalty interest, free of cost and expense of production, operations, marketing, and delivery of the hydrocarbons to the applicable delivery points.

4. Warranties. EXCEPT AS PROVIDED IN THE FOLLOWING SENTENCES, THIS ASSIGNMENT IS MADE, AND THE ASSIGNED INTEREST IS CONVEYED AND ASSIGNED HEREUNDER, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR CHARACTER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, FITNESS FOR ANY PARTICULAR PURPOSE, MARKETABILITY, MERCHANTABILITY, FREEDOM FROM DEFECTS, QUALITY OR PRESENCE OF HYDROCARBONS OR RESERVES, AND ANY OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY; AND ASSIGNOR DOES HEREBY DISCLAIM AND ASSIGNEE WAIVES ANY AND ALL SUCH REPRESENTATIONS OR WARRANTIES. THE ASSIGNED INTEREST IS CONVEYED AND ASSIGNED TO AND ACCEPTED BY ASSIGNEE IN ITS "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR, AND WITH ALL FAULTS AND DEFECTS, WITHOUT ANY REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY. NOTWITHSTANDING ANY OF THE FOREGOING, ASSIGNOR WARRANTS THAT THE ASSIGNED INTEREST ARE BEING ASSIGNED TO ASSIGNEE FREE AND CLEAR OF ANY AND ALL MORTGAGES, LIENS, AND ENCUMBRANCES CREATED BY, THROUGH, OR UNDER FIELDWOOD ENERGY LLC, ASSIGNOR OR ANY AFFILIATE OF EITHER ENTITY. ASSIGNOR AND ASSIGNEE EXPRESSLY AGREE AND UNDERSTAND THAT THIS ASSIGNMENT IS MADE PURSUANT TO THE FARMOUT AGREEMENT AND, AS SUCH, IS SUBJECT TO THE TERMS OF SECTION 7.4 OF THE DECOMMISSIONING AGREEMENT SO THAT THE ASSIGNED INTERESTS TRANSFERRED TO ASSIGNEE HEREUNDER SHALL NOT BE SUBJECT TO THE TRUST A NPI OR THE TRUST A-1 NPI, AS SUCH TERMS ARE DEFINED IN THE FARMOUT AGREEMENT; PROVIDED HOWEVER, THAT ALL OF ASSIGNOR'S RIGHTS, TITLE, AND INTERESTS IN AND TO THE PROSPECT AREA NOT ASSIGNED TO ASSIGNEE HEREUNDER, INCLUDING SUCH RIGHTS, TITLE, AND INTERESTS HELD BY ASSIGNOR FROM AND AFTER THE TIME ASSIGNEE HAS REACHED THE RECOVERY THRESHOLD WITH RESPECT TO THE WELL SHALL REMAIN SUBJECT TO THE TRUST A NPI AND THE TRUST A-1 NPI.

5. Compliance with Laws. This Assignment is made subject to all applicable laws, statutes, ordinances, permits, decrees, orders, judgments, rules, and regulations that are promulgated, issued or enacted by a governmental entity having jurisdiction, and Assignee agrees to comply with the same on and after the Effective Time.

6. Successors and Assigns. The terms, covenants, and conditions contained in this Assignment are binding upon and inure to the benefit of the Parties and their respective successors and assigns, and such terms, covenants, and conditions are covenants running with the land and with each subsequent transfer or assignment of the Assets or any part thereof.

7. Redhibition Waiver. ASSIGNEE: (I) WAIVES ALL RIGHTS IN REDHIBITION PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2520, ET SEQ.; (II) ACKNOWLEDGES THAT THIS EXPRESS WAIVER SHALL BE CONSIDERED A MATERIAL AND INTEGRAL PART OF THIS SALE AND THE CONSIDERATION THEREOF; AND (III) ACKNOWLEDGES THAT THIS WAIVER HAS BEEN BROUGHT TO THE ATTENTION OF

ASSIGNEE, HAS BEEN EXPLAINED IN DETAIL AND THAT ASSIGNEE HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THIS WAIVER OF WARRANTY OF FITNESS AND WARRANTY AGAINST REDHIBITORY VICES AND DEFECTS FOR INTERESTS ASSIGNED AND CONVEYED HEREUNDER.

8. UTPCPL Waiver. TO THE EXTENT APPLICABLE TO THE ASSIGNED INTEREST OR ANY PORTION THEREOF, ASSIGNEE HEREBY WAIVES THE PROVISIONS OF THE LOUISIANA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW (LA. R.S. 51:1402, *ET SEQ.*). ASSIGNEE WARRANTS AND REPRESENTS THAT IT: (I) IS EXPERIENCED AND KNOWLEDGEABLE WITH RESPECT TO THE OIL AND GAS INDUSTRY GENERALLY AND WITH TRANSACTIONS OF THIS TYPE SPECIFICALLY; (II) POSSESSES THE REQUISITE KNOWLEDGE, EXPERIENCE, AND EXPERTISE TO EVALUATE INDEPENDENTLY THE MERITS AND RISKS OF THE TRANSACTIONS HEREIN CONTEMPLATED; AND (III) IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION.

9. Further Assurances. Each Party covenants and agrees to execute and deliver to the other Party all such additional reasonable instruments and other documents and will do all such other reasonable acts and things as may be reasonably necessary to accomplish the intent of this Assignment.

10. Governing Law. This Assignment shall be governed and construed in accordance with the Laws of the State of Texas, without regard to the Laws that might be applicable under conflicts of laws principles.

11. Jurisdiction and Venue. Each Party consents to personal jurisdiction in any action brought in the United States federal and state courts located in the State of Texas with respect to any dispute, claim, or controversy arising out of or in relation to or in connection with this Assignment, and each of the Parties hereto agrees that any action with respect to any such dispute, controversy, or claim will be determined exclusively in a state or federal district court located in Harris County, Texas, and they do hereby irrevocably submit to the exclusive jurisdiction of such courts for such purposes. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such dispute arising out of this assignment brought in such court or any defense of inconvenient forum for the maintenance of such dispute.

12. BOEM Assignment Form. The Parties acknowledge and agree that this Assignment may be attached to a Form BOEM-0151 or other assignment form required by a governmental authority (a “Government Required Form”). The Parties agree that, to the extent of any conflict between this Assignment and any such Government Required Form the Parties may execute in connection herewith, such Government Required Form shall control to extent required by applicable law for the Bureau of Ocean Energy Management (or other applicable governmental authority) to approve the Parties’ assignment hereunder.

13. Counterparts. This Assignment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Assignment.

[Signature Pages to Follow]

EXECUTED by Assignor in the presence of the undersigned competent witnesses on the date and year referenced in the notarial acknowledgment below, but effective as of the Effective Time.

WITNESSES:

ASSIGNOR:

[FIELDWOOD ENERGY I LLC / GOM SHELF LLC]

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

STATE OF [●] §

§

COUNTY OF [●] §

On this ____ day of _____, 202_, before me, the undersigned notary public in and for the foregoing jurisdiction, appeared [●] to me personally known, who, being by me duly sworn (or affirmed) did say that [he/she] is the [●] of [Fieldwood Energy I LLC / GOM Shelf LLC], a [Texas / Delaware] limited liability company, and that the instrument was signed on behalf of the limited liability company and by the authority of its governing authority and that [he/she] acknowledged the instrument to be the free act and deed of the limited liability company.

NOTARY PUBLIC

STATE OF [●]

COUNTY OF [●]

Printed Name: _____

Notarial Commission No. _____

My commission expires: _____

EXECUTED by Assignee in the presence of the undersigned competent witnesses on the date and year referenced in the notarial acknowledgment below, but effective as of the Effective Time.

ASSIGNEE:

WITNESSES:

[FIELDWOOD ENERGY II LLC]

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

STATE OF [●] §

§

COUNTY OF [●] §

§

On this ____ day of _____, 202_, before me, the undersigned notary public in and for the foregoing jurisdiction, appeared [●] to me personally known, who, being by me duly sworn (or affirmed) did say that [he/she] is the [●] of [Fieldwood Energy II LLC, a Delaware limited liability company], and that the instrument was signed on behalf of the limited liability company and by the authority of its governing authority and that [he/she] acknowledged the instrument to be the free act and deed of the limited liability company.

NOTARY PUBLIC

STATE OF [●]

COUNTY OF [●]

Printed Name: _____

Notarial Commission No. _____

My commission expires: _____

EXHIBIT “A”

**ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL
OF SALE DATED [●] BY AND BETWEEN [FIELDWOOD ENERGY I LLC / GOM
SHELF LLC], AS ASSIGNOR, AND [FIELDWOOD ENERGY II LLC], AS ASSIGNEE**

THE LEASES

EXHIBIT “B”

**ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL
OF SALE DATED [●] BY AND BETWEEN [FIELDWOOD ENERGY I LLC / GOM
SHELF LLC], AS ASSIGNOR, AND [FIELDWOOD ENERGY II LLC], AS ASSIGNEE**

THE PROSPECT AREA

EXHIBIT "D"

Attached to and made a part of that certain Farmout Agreement dated effective _____
____, 202____, by and between _____, as Operator, and _____, as Non-
Operators

OFFSHORE OPERATING AGREEMENT

(OPERATOR)

AND

_____,
_____, and _____
(NON-OPERATORS)

COVERING

[_____]

EFFECTIVE _____, 20____

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OFFSHORE OPERATING AGREEMENT

This Offshore Operating Agreement (the "Agreement"), made effective the ___ day of _____, 20___, by the signers hereof, their respective heirs, successors, legal representatives, and assigns, herein referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, the Parties own or control a leasehold interest in the Lease identified in Exhibit "A" and desire to explore, develop, produce, and operate the Lease pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants in this Agreement, along with other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 APPLICATION

1.1 Application to Each Lease

This Agreement applies separately to each oil and gas Lease or portion thereof described in Exhibit "A".

ARTICLE 2 DEFINITIONS

2.1 Additional Testing

An operation not previously approved in the AFE and proposed for the specific purpose of obtaining additional subsurface data.

2.2 Affiliate

For a person, another person that controls, is controlled by, or is under common control with that person. In this definition, (a) "control" means the ownership by one (1) person, directly or indirectly, of more than fifty percent (50%) of the voting securities of a corporation or, for other persons, the equivalent ownership interest (such as partnership interests), and (b) "person" means an individual, corporation, partnership, trust, estate, unincorporated organization, association, or other legal entity.

2.3 Authorization for Expenditure (AFE)

An authority to expend funds prepared by a Party to estimate the costs to be incurred in conducting an operation under this Agreement.

2.4 BOEMRE

The Bureau of Ocean Energy Management and/or Bureau of Safety and Environmental Enforcement, United States Department of Interior, or their successor agency. Where appropriate, the reference to BOEMRE shall include the appropriate state agency.

2.5 Complete, Completing, Completion

An operation to complete a well for initial Hydrocarbon production in one (1) or more Producing Reservoirs, including but not limited to setting production casing, perforating the casing, stimulating the well, installing Completion Equipment, and/or conducting production tests.

2.6 Completion Equipment

That certain equipment on an Exploratory Well or a Development Well required to be installed before the movement of a well-completion rig off that well:

- (a) under 30 CFR 250.502, or any succeeding order or regulation issued by the BOEMRE, up to and including the tree, and
- (b) by any other regulatory agency having jurisdiction, including but not limited to a caisson and navigational aids.

2.7 Confidential Data

The information and data obtained under this Agreement, including but not limited to geological, geophysical, and reservoir information; originals and copies of logs; core and core analysis; and other well information including but not limited to the progress, tests, or results of a well drilled or an operation conducted under this Agreement, except data or information that becomes public other than by breach of this Agreement or as agreed to in writing by the Participating Parties.

2.8 Contract Area

The "Contract Area" described in Exhibit "A".

2.9 Deepen, Deepening

A drilling operation conducted in an existing wellbore below the Objective Depth to which the well was previously drilled.

2.9 Development Facilities

Production equipment other than Completion Equipment that is installed on or outside the Lease in order to handle or process Hydrocarbon production. Development Facilities include, but are not limited to:

- (a) compression, separation, dehydration, generators, treaters, skimmers, bunkhouses, and metering equipment;
- (b) the flowlines, gathering lines, or lateral lines that deliver Hydrocarbons and water
 - 1 from the Completion Equipment to the Platform or to Offsite Host Facilities, or
 - 2 from the Platform to Export Pipelines; and
- (c) injection and disposal wells.

2.10 Development Operation

An operation on the Lease other than an Exploratory Operation.

2.11 Development Well

A well or portion of a well proposed as a Development Operation.

2.12 Exploratory Operation

An operation that is conducted on the Lease and that is any of the following:

- (a) proposed to Complete an Exploratory Well;
- (b) proposed for an Objective Horizon that is not a Producing Reservoir; or
- (c) proposed for an Objective Horizon that has a Producing Well, but that will be penetrated at a location where the distance between the midpoint of the Objective Horizon to be penetrated by the proposed operation and the midpoint of the same Objective Horizon where it is actually penetrated by a Producing Well will be at least two thousand (2,000) feet for a gas Completion and at least one thousand (1,000) feet for an oil Completion.

2.13 Exploratory Well

A well or portion of a well proposed as an Exploratory Operation.

2.14 Export Pipelines

Pipelines to which a gathering line or lateral line downstream of the Platform and/or Development Facilities or, if there is no Platform, the Completion Equipment, is connected and that are used to transport Hydrocarbons or produced water to shore.

2.15 Force Majeure

An event or cause that is reasonably beyond the control of the Party claiming the existence of such event or cause and that reasonably prevents such Party from fulfilling its obligations under this Agreement, including, but not limited to, a flood, a storm, a hurricane, a loop current/eddy, or other act of God, a fire, loss of well control, an oil spill, or other environmental catastrophe, a war, a terrorist act, a civil disturbance, a labor dispute, a strike, a lockout, compliance with a law, order, rule, or regulation, governmental action or delay in granting necessary permits or permit approvals, and the inability to secure materials or a rig.

2.16 Hydrocarbons

Oil and/or gas and associated liquid and gaseous by-products (except helium) that may be produced from a wellbore located on the Lease.

2.17 Joint Account

This term has the same definition as the defined term "Joint Account" in Exhibit "C" (Accounting Procedure).

2.18 Lease

Each oil and gas lease identified in Exhibit "A" and the lands covered by that lease.

2.19 Non-consent Operation

An operation conducted on the Lease by fewer than all Parties, which subjects the Non-participating Party to Article 13 (Non-Consent Operations).

2.20 Non-consent Platform

A Platform owned by fewer than all Parties.

2.21 Non-consent Well

An Exploratory Well or a Development Well owned by fewer than all Parties.

2.22 Non-operator(s)

A Party other than Operator.

2.23 Non-participating Party

A Party other than a Participating Party.

2.24 Non-participating Party's Share

The Participating Interest that a Non-participating Party would have had if all Parties had participated in the operation.

2.25 Objective Depth

A depth sufficient to test the lesser of the Objective Horizon or the specific footage depth stated in the AFE and approved by the Participating Parties.

2.26 Objective Horizon

The interval consisting of the deepest zone, formation, or horizon to be tested in an Exploratory Well, Development Well, Deepening operation, or Sidetracking operation, as stated in the AFE and approved by the Participating Parties.

2.27 Offsite Host Facilities

Development and handling facilities that (a) are located off the Lease and (b) are either owned by one (1) or more third parties or by one (1) or more Participating Parties in a well, whose interests in the development and handling facilities differ from their respective Working Interest shares in the well.

2.28 Operator

The Party designated as Operator pursuant to Article 4 of this Agreement.

2.29 Participating Interest

The percentage of the costs and risks of conducting an operation under this Agreement that a Participating Party agrees, or is otherwise obligated, to pay and bear.

2.30 Participating Party

A Party that executes an AFE for a proposed operation or otherwise agrees, or becomes liable, to pay and bear a share of the costs and risks of conducting an operation under this Agreement.

2.31 Platform

An offshore structure on the Lease that supports Wells, Completion Equipment, or Development Facilities, whether fixed, compliant, or floating, and the components of that structure, including but not limited to caissons or well protectors to the extent that same are not Completion Equipment, rising above the water line and used for the exploration, development, or production of Hydrocarbons. The term "Platform" shall also mean any offshore equipment or template (excluding templates used for drilling operations) and any component thereof, other than

Completion Equipment (including but not limited to flow lines and control systems), that is resting on or attached to the sea floor and used to obtain production of Hydrocarbons.

2.32 Producing Reservoir

An underground accumulation of Hydrocarbons (a) in a single and separate natural pool characterized by a distinct pressure system, (b) not in Hydrocarbon communication with another accumulation of Hydrocarbons, and (c) into which a Producing Well has been drilled.

2.33 Producing Well

A well that is drilled under this Agreement and that (a) is producing Hydrocarbons; (b) is determined to be, or meets the criteria for being determined to be, capable of producing Hydrocarbons in paying quantities under an applicable order or regulation issued by the governmental authority having jurisdiction; or (c) is determined to be a Producing Well by one (1) or more Participating Parties having a combined Working Interest of fifty percent (50%) or more, even if the well has been plugged and permanently or temporarily abandoned.

2.34 Production Interval

A zone or interval producing or capable of producing Hydrocarbons from a well without Reworking operations.

2.35 Recomplete, Recompleting, Recompletion

An operation whereby a Completion in one (1) Producing Reservoir is abandoned in order to attempt a Completion in a different Producing Reservoir within the existing wellbore.

2.36 Rework, Reworking

An operation conducted in a well, after it has been Completed in one (1) or more Producing Reservoirs, to restore, maintain, or improve Hydrocarbon production from one (1) or more of those Producing Reservoirs, but specifically excluding drilling, Sidetracking, Deepening, Completing, or Recompleting the well.

2.37 Sidetrack, Sidetracking

The directional control and intentional deviation of a well to change the bottom-hole location, whether it be to the original Objective Depth or formation or another bottom-hole location not deeper than the stratigraphic equivalent of the initial Objective Depth, unless the intentional deviation is done to straighten the hole or to drill around junk in the hole or to overcome other mechanical difficulties.

2.38 Take-in-Kind Facilities

Facilities that (i) are not paid for by the Joint Account and (ii) are installed for the benefit and use of a particular Party or Parties to take its or their share of Hydrocarbon production in kind.

2.39 Transfer of Interest

A conveyance, assignment, transfer, farmout, exchange, or other disposition of all or part of a Party's Working Interest.

2.40 Working Interest

The record title interest, or where applicable, the operating rights of each Party in and to each Lease (expressed as the percentage provided in Exhibit "A"). If a Party's record title interest is different from its operating rights, the Working Interest of each Party is the interest provided in Exhibit "A".

Any capitalized terms used herein, but not defined herein, shall have the meaning attributable to them in that certain Farmout Agreement dated effective _____, 20__, by and between _____, _____, _____, _____ and _____ (the "Farmout Agreement").

ARTICLE 3 EXHIBITS

3.1 Exhibits

The following exhibits are attached to this Agreement and incorporated into this Agreement by reference:

3.1.1 Exhibit "A"

Operator, Description of Lease, Division of Interests, and Notification Addresses

3.1.2 Exhibit "B"

Insurance provisions.

3.1.3 Exhibit "C"

Accounting procedure.

3.1.4 Exhibit "D"

Non-discrimination Provisions.

3.1.5 Exhibit "E"

Gas Balancing Agreement.

3.1.6 Exhibit "F"

Memorandum of Operating Agreement and Financing Statement.

3.2 Conflicts

If a provision of an exhibit, except Exhibits "D" or "E" is inconsistent with a provision in the body of this Agreement, the provision in the body of this Agreement shall prevail. If a provision of Exhibit "D" or "E" is inconsistent with a provision in the body of this Agreement, the provision of the exhibit shall prevail.

ARTICLE 4 OPERATOR

4.1 Operator

_____ is designated as Operator of the Lease. The Parties shall promptly execute and provide Operator with all documents required by the BOEMRE in connection with the designation of _____ as Operator or with the designation of any other Party as a substitute or successor Operator. Unless agreed to the contrary by all Parties hereto, Operator shall also be classified as the designated applicant for oil spill financial responsibility purposes and each Non-operator Party shall promptly execute the appropriate documentation reflecting this designation and promptly provide same to Operator for filing with BOEMRE.

4.2 Circumstances Under Which Operator Must Conduct a Non-Consent Operation

If:

- (a) a drilling rig is on location and Operator becomes a Non-participating Party in a supplemental AFE for an Exploratory Operation, or Development Operation, or
- (b) Operator becomes a Non-participating Party in an operation to be conducted from a Platform operated by Operator,

Operator, as a Non-participating Party, shall conduct the Non-consent Operation on behalf of the Participating Parties and at the Participating Parties' sole cost and risk under Article 13 (Non-Consent Operations).

4.3 Operator's Conduct of a Non-Consent Operation in Which it is a Non-participating Party

When, under Article 4.2 (Circumstances Under Which Operator Must Conduct a Non-Consent Operation), Operator conducts a Non-consent Operation in which it is a Non-participating Party, it shall follow the practices and standards in Article 5 (Exclusive Right to Operate). Notwithstanding anything to the contrary in Exhibit "C", Operator shall not be required to proceed with the Non-consent Operation until the Participating Parties have advanced the total estimated costs of the Non-consent Operation to Operator. Operator shall never be obligated to expend any of its own funds for the Non-consent Operation in which it is a Non-participating Party.

4.4 Resignation of Operator

Subject to Article 4.6 (Selection of Successor), Operator may resign at any time by giving written notice to the Parties, except that Operator may not without the other Parties' consent resign during a Force Majeure or an emergency that poses a threat to life, safety, property, or the environment. If Operator or its Affiliates cease to own a Working Interest, Operator automatically shall be deemed to have resigned as Operator without any action by the Non-operator(s).

4.5 Removal of Operator

Operator may be removed by an affirmative vote of the Parties owning a combined Working Interest of fifty percent (50%) or more of the remaining Working Interest after excluding

Operator's Working Interest if:

- (a) Operator becomes insolvent or unable to pay its debts as they mature, makes an assignment for the benefit of creditors, commits an act of bankruptcy, or seeks relief under laws providing for the relief of debtors;
- (b) a receiver is appointed for Operator or for substantially all its property or affairs;
- (c) a Transfer of Interest by Operator (excluding an interest assigned to an Affiliate) reduces Operator's Working Interest to less than the Working Interest of any Non-operator, whether accomplished by one (1) or more Transfer of Interest.
- (d) Operator commits a substantial breach of a material provision of this Agreement and fails to cure the breach within thirty (30) days after notice of the breach.

4.6 Selection of Successor

On resignation or removal of Operator, a successor Operator shall be selected from among the Parties by an affirmative vote of one (1) or more Parties having a combined Working Interest of fifty percent (50%) or more. If the resigned or removed Operator is not entitled to vote, fails to vote, or votes only to succeed itself, the successor Operator shall be selected by the affirmative vote of the Parties owning a combined Working Interest of fifty percent (50%) or more of the remaining Working Interest after excluding the Working Interest of the resigned or removed Operator. If Operator assigns all or a part of its Working Interest, under Article 4.4 (Resignation of Operator) or Article 4.5(c), the Party that acquired all or a part of the former Operator's Working Interest shall not be excluded from voting for a successor Operator. If there are only two (2) Parties to this Agreement when Operator resigns or is removed, the Non-operator automatically has the right, but not the obligation, to become Operator. If no Party is willing to become Operator, this Agreement shall terminate under Article 27.1 (Term).

4.7 Effective Date of Resignation or Removal

The resignation or removal of Operator shall become effective as soon as practical but no later than 7:00 a.m. on the first day of the month following a period of ninety (90) days after the date of resignation or removal, unless a longer period is required for the Parties to obtain approval of the designation of the successor Operator, and designated applicant for oil spill financial responsibility purposes, by the BOEMRE; however, in no event shall the resignation or removal of Operator become effective until a successor Operator has assumed the duties of Operator. The resignation or removal of the outgoing Operator shall not prejudice any rights, obligations, or liabilities resulting from its operatorship. The successor Operator may charge the Joint Account for reasonable costs incurred in connection with copying or obtaining the former Operator's records, information, or data except when the change of Operator results from a merger, consolidation, reorganization, or sale or transfer to an Affiliate of Operator.

4.8 Delivery of Property

On the effective date of resignation or removal of Operator, the outgoing Operator shall deliver or

transfer to the successor Operator custodianship of the Joint Account and possession of all items purchased for the Joint Account under this Agreement, all Hydrocarbons that are not the separate property of a Party, and all equipment, materials, and appurtenances purchased for the Joint Account under this Agreement, which are not already in the possession of the successor Operator. The outgoing Operator shall further use its reasonable efforts to transfer to the successor Operator, as of the effective date of the resignation or removal, its rights as Operator under all contracts exclusively relating to the activities or operations conducted under this Agreement, and the successor Operator shall assume all obligations of Operator that are assignable under the contracts. The Parties may audit the Joint Account and conduct an inventory of all property and all Hydrocarbons that are not the separate property of a Party, and the inventory shall be used in the accounting to all Parties by the outgoing Operator of the property and the Hydrocarbons that are not the separate property of a Party. The inventory and audit shall be conducted under Exhibit "C".

ARTICLE 5 AUTHORITY AND DUTIES OF OPERATOR

5.1 Exclusive Right to Operate

Unless otherwise provided in this Agreement, Operator shall have the exclusive right and duty to conduct operations (or cause them to be conducted) under this Agreement. In performing services under this Agreement for the Non-operators, Operator shall be an independent contractor, not subject to the control or direction of Non-operators, except for the type of operation to be undertaken in accordance with the voting and election procedures in this Agreement. No Party shall be deemed to be, or hold itself out as, the agent or fiduciary of another Party.

5.2 Workmanlike Conduct

Operator shall timely commence and conduct all operations in a good and workmanlike manner, as would a prudent operator under the same or similar circumstances. OPERATOR SHALL NOT BE LIABLE TO NON-OPERATORS FOR LOSSES SUSTAINED OR LIABILITIES INCURRED, EXCEPT AS MAY RESULT FROM OPERATOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Operator shall never be required under this Agreement to conduct an operation that it believes would be unsafe or would endanger persons, property, or the environment. Unless otherwise provided in this Agreement, Operator shall consult with Non-operators and keep them informed of all important matters.

5.3 Liens and Encumbrances

Operator shall endeavor to keep the Lease, wells, Platforms, Development Facilities, and other equipment free from all liens and other encumbrances occasioned by operations hereunder,

except those provided in Article 8.6 (Security Rights).

5.4 Employees and Contractors

Operator shall select employees and contractors and determine their number, hours of labor, and compensation.

5.5 Records

Operator shall keep or cause to be kept accurate books, accounts, and records of activities or operations under this Agreement in compliance with the Accounting Procedure in Exhibit "C". Unless otherwise provided in this Agreement, all records of the Joint Account shall be available to a Non-operator as provided in Exhibit "C". Operator shall use good-faith efforts to ensure that the settlements, billings, and reports rendered to each Party under this Agreement are complete and accurate.

5.6 Compliance

Operator shall comply, and shall require all agents and contractors to comply, with all applicable laws, rules, regulations, and orders of governmental authorities having jurisdiction. Each Non-operator Party shall take all action, including the execution of all documents and forms, as necessary for Operator to comply with all applicable laws, rules, regulations, and orders of governmental authorities having jurisdiction.

5.7 Contractors

Operator may enter into contracts with qualified and responsible independent contractors for the design, construction, installation, drilling, production, or operation of wells, Platforms, and Development Facilities. Operator shall, in its discretion, use competitive bidding to procure goods and services for the benefit of the Parties. All drilling operations conducted under this Agreement shall be conducted by properly qualified and responsible drilling contractors under current competitive contracts. A drilling contract will be presumed to be a current competitive contract if it (a) was made within twelve (12) months before the commencement of the well and (b) contains terms, rates, and provisions that, when the contract was made, did not exceed those generally prevailing in the area for operations involving substantially equivalent rigs that are capable of conducting the drilling operation. At its election, Operator may use its own or an Affiliate's drilling equipment, derrick barge, tools, or machinery to conduct drilling operations, but the work shall be (i) performed by Operator or its Affiliate acting as an independent contractor, (ii) approved by written agreement with the Participating Parties before commencement of operations, and (iii) conducted under the same terms and conditions and at the same rates as are customary and prevailing in competitive contracts of third parties doing work of similar nature.

5.8 Governmental Reports

Operator shall make reports to governmental authorities it has a duty to make as Operator and shall furnish copies of the reports to the Participating Parties. Each Non-operator Party shall take all action, including the execution of all documents and forms, as necessary for Operator to make

such reports to governmental authorities.

5.9 Information to Participating Parties

Except as provided in Article 8.7.1, Operator shall furnish each Participating Party at its request the following information, if applicable, for each activity or operation conducted by Operator:

- 5.9.1** A copy of the application for permit to drill and all amendments thereto.
- 5.9.2** A daily drilling report (or Reworking report or Recompletion report, if applicable), giving the depth, corresponding lithological information, data on drilling fluid characteristics, information about drilling or operational difficulties or delays, if any, and other pertinent information, by facsimile transmission or electronic mail within forty-eight (48) hours (excluding Saturdays, Sundays, and federal holidays) for well operations conducted in the preceding twenty-four (24)-hour period.
- 5.9.3** A complete report of each core analysis.
- 5.9.4** A copy of each electrical survey, currently as it is run; all data for each radioactivity log, temperature survey, deviation or directional survey, caliper log, and other log or survey obtained during the drilling of the well; and, on completion of the well, a composite of all electrical-type logs, insofar as is reasonable and customary.
- 5.9.5** A copy of all well test results, bottom-hole pressure surveys, and fluid analyses.
- 5.9.6** On written request received by Operator before commencement of drilling, samples of cuttings and cores taken from the well (if sufficient cores are retrieved), packaged in containers furnished by Operator at the expense of the requesting Party, marked as to the depths from which they were taken, and shipped at the expense of the requesting Party by express courier to the address designated by the requesting Party.
- 5.9.7** To the extent possible, twenty-four (24) hours' advance notice of, and access to, logging, coring, and testing operations.
- 5.9.8** A monthly report on the volume of Hydrocarbons and water produced from each well.
- 5.9.9** A copy of each report made to a governmental authority having jurisdiction.
- 5.9.10** On written request, other pertinent information available to Operator, including but not limited to those portions of the contracts to be used for the benefit of the Joint Account and that pertain to the Lease, but excluding Operator's proprietary or secret information and its subsurface interpretations.

5.10 Information to Non-participating Parties

Operator shall furnish each Non-participating Party a copy of each Operator's governmental report that is available to the public and associated with the applicable Non-consent Operation. Until the applicable recoupment under Article 13 (Non-consent Operations) is complete, a Non-participating Party shall not receive or review any other information specified by Article 5.9 (Information to Participating Parties), except as may be necessary for a payout audit of the Non-consent Operation.

ARTICLE 6 VOTING AND VOTING PROCEDURES

6.1 Voting Procedures

Unless otherwise provided in this Agreement, each matter requiring approval of the Parties shall be determined as follows:

6.1.1 Voting Interest

Subject to Article 8.6 (Security Rights), each Party shall have a voting interest equal to its Working Interest or its Participating Interest, as applicable.

6.1.2 Vote Required

Unless expressly stated to the contrary herein, a matter requiring approval of the Parties shall be decided by the affirmative vote of one (1) or more Parties having a combined voting interest of more than fifty percent (50%). If there are only two (2) Parties to this Agreement, the matter shall be determined by the Party having a majority voting interest or, if the interests are equal, the matter shall require unanimous consent.

6.1.3 Votes

The Parties may vote at a meeting; by telephone, promptly confirmed in writing to Operator; by electronic mail; or by facsimile transmission. Operator shall give each Party prompt notice of the results of the voting.

6.1.4 Meetings

Meetings of the Parties may be called by Operator on its own motion or at the request of one or more Parties having a collective voting interest of not less than twenty-five percent (25%). Except in an emergency, no meeting shall be called on less than ten (10) days' advance written notice, and the notice of meeting shall include the meeting agenda prepared by Operator or the requesting Party. The representative of Operator shall be chairman of each meeting. Only matters included in the agenda may be discussed at a meeting, but the agenda and items included in the agenda may be amended before or during the meeting by unanimous agreement of all Parties.

ARTICLE 7 ACCESS

7.1 Access to Lease

Except as provided in Article 8.7.1, each Party shall have access, at its sole risk and expense and at all reasonable times, to the Lease, Platform, Development Facilities, and Joint Account assets to inspect activities, operations, and wells in which it participates, and to pertinent records and data. A Non-operator shall give Operator at least twenty-four (24) hours' notice of the Non-

operator's intention to visit the Lease. To protect Operator and the Non-operators from lawsuits, claims, and legal liability, if it is necessary for a person who is not performing services for Operator directly related to the joint operations, but is performing services solely for a Non-operator or pertaining to the business or operations of a Non-operator, to visit, use, or board a rig, well, Platform, or Development Facilities subject to this Agreement, the Non-operator shall give Operator advance notice of the visit, use, or boarding, and shall secure from that person an agreement, in a form satisfactory to Operator, indemnifying and holding Operator and Non-operators harmless, or shall itself provide the same hold harmless and indemnification in favor of Operator and other Non-operators before the visit, use, or boarding.

7.2 Reports

On written request, Operator shall furnish a requesting Party any information not otherwise furnished under Article 5 (Authority and Duties of Operator) to which that Party is entitled under this Agreement. The costs of gathering and furnishing information not furnished under Article 5 shall be charged to the requesting Party. Operator is not obligated to furnish interpretative data that was generated by Operator at its sole cost.

7.3 Confidentiality

Except as otherwise provided in Article 7.4 (Limited Disclosure), Article 7.5 (Limited Releases to Offshore Scout Association), Article 7.6 (Media Releases), and Article 21.1 (Notice of Contributions Other Than Advances for Sale of Production), and except for necessary disclosures to governmental authorities having jurisdiction, or except as agreed in writing by all Participating Parties, no Party or Affiliate shall disclose Confidential Data to a third party. This Article 7.3 shall remain in force and effect during the term of this Agreement and for one (1) year after termination of this Agreement.

7.4 Limited Disclosure

A Party may make Confidential Data to which it is entitled under this Agreement available to:

- (a) outside professional consultants and reputable engineering firms for the purpose of evaluations and/or submitting bids;
- (b) gas transmission companies for Hydrocarbon reserve or other technical evaluations;
- (c) reputable financial institutions for study before commitment of funds;
- (d) governmental authorities having jurisdiction or the public, to the extent required by applicable laws or by those governmental authorities;
- (e) the public, to the extent required by the regulations of a recognized stock exchange;
- (f) third parties with which a Party is engaged in a bona fide effort to effect a merger or consolidation, sell all or a controlling part of that Party's stock, or sell all or substantially all assets of that Party or an Affiliate of that Party;
- (g) an Affiliate of a Party;
- (h) such limited well information that is typically disclosed by Operator's representative

during meetings of the Offshore Oil Scouts Association; and

- (i) third parties with which a Party is engaged in a bona fide effort to sell, farm out, or trade all or a portion of its interest in the Lease.

Confidential Data made available under Articles 7.4(f) and 7.4(h) shall not be removed from the custody or premises of the Party making the Confidential Data available to third parties described in those Articles. A third party permitted access under Articles 7.4, (a), (b), (c), (f), and (h) shall first agree in writing neither to disclose the Confidential Data to others nor to use the Confidential Data, except for the purpose for which it was disclosed. The disclosing Party shall give prior notice to the other Parties that it intends to make the Confidential Data available.

7.5 Limited Releases to Offshore Scout Association

Operator may disclose Confidential Data to the Offshore Oil Scouts Association at their regularly scheduled meetings. The Confidential Data that may be disclosed is limited to information concerning well locations, well operations, and well completions to the extent reasonable and customary in industry practice or required under the by-laws of the Offshore Oil Scouts Association.

7.6 Media Releases

Except as unanimously agreed by the Participating Parties or otherwise permitted by this Article, no Party shall issue a news or media release about operations on the Lease. In an emergency involving extensive property or environmental damage, operations failure, loss of human life, or other clear emergency, and for which there is insufficient time to obtain the prior approval of the Parties, Operator may furnish the minimum, strictly factual, information necessary to satisfy the legitimate public interest of the media and governmental authorities having jurisdiction. Operator shall then promptly advise the other Parties of the information furnished in response to the emergency.

ARTICLE 8 EXPENDITURES

8.1 Basis of Charge to the Parties

Subject to the other provisions of this Agreement, Operator shall pay all costs incurred under this Agreement, and each Party shall reimburse Operator in proportion to its Participating Interest. All charges, credits, and accounting for expenditures shall be made and done pursuant to Exhibit "C".

8.2 AFEs

Before undertaking an operation or making a single expenditure to be in excess of Two Hundred Thousand Dollars (\$200,000.00), and before conducting an activity or operation to drill, Sidetrack, Deepen, Complete, Rework, or Recomplete a well (regardless of the estimated cost), Operator

shall submit an AFE for the operation or expenditure to the Parties for approval. Operator shall also furnish an informational AFE to all Parties for an operation or single expenditure estimated to cost Two Hundred Thousand Dollars (\$200,000.00) or less, but in excess of Fifty Thousand Dollars (\$50,000.00). Operator shall notify the Participating Parties as soon as reasonably possible when it appears that the cost of an ongoing activity or operation, before its completion, will exceed the original AFE by more than one hundred twenty-five percent (125%). This overexpenditure notice shall be furnished to the Participating Parties as a supplemental AFE for informational purposes only and is not subject to an election by any of the Parties.

8.3 Emergency and Required Expenditures

Notwithstanding anything in this Agreement to the contrary, Operator is hereby authorized to conduct operations and incur expenses that in its opinion are reasonably necessary to safeguard life, property, and the environment in case of an actual or imminently threatened blowout, explosion, accident, fire, flood, storm, hurricane, catastrophe, or other emergency, and the expenses shall be borne by the Participating Parties in the affected operation. Operator shall report to the Participating Parties, as promptly as practical, the nature of the emergency and the action taken. Operator is also authorized to conduct operations and incur expenses reasonably required by statute, regulation, order, or permit condition or by a governmental authority having jurisdiction, which expenses shall be borne by the Participating Parties in the affected operation, subject to Exhibit "C".

8.4 Advance Billings

Operator may require each Party to advance its respective share of estimated expenditures pursuant to Exhibit "C".

8.5 Commingling of Funds

Funds received by Operator under this Agreement may be commingled with its own funds.

8.6 Security Rights

In addition to any other security rights and remedies provided by law with respect to services rendered or materials and equipment furnished under this Agreement, for and in consideration of the covenants and mutual undertakings of Operator and the Non-operator(s) herein, the Parties shall have the following security rights:

8.6.1 Mortgage in Favor of Operator

Each Non-operator(s) hereby grants to Operator a mortgage, hypothecate, and pledge of and over all its rights, titles, and interests in and to (a) the Lease, (b) the oil and gas in, on, under, and that may be produced from the lands within the Lease, and (c) all other immovable property or other property susceptible of mortgage situated within the Lease.

- (i) This mortgage is given to secure the complete and timely performance of and payment by each Non-operator(s) of all obligations and indebtedness of every kind and nature, whether now owed by such Non-operator(s) or hereafter arising,

pursuant to this Agreement. To the extent susceptible under applicable law, this mortgage and the security interests granted in favor of Operator herein shall secure the payment of all costs and other expenses properly charged to such Party, together with (a) interest on such indebtedness, costs, and other expenses at the rate set forth in Exhibit "C" attached hereto (the "Accounting Procedure") or the maximum rate allowed by law, whichever is the lesser, (b) reasonable attorneys' fees, (c) court costs, and (d) other directly related collection costs. If any Non-operator(s) Party does not pay any such uncontested costs and other expenses or perform its obligations under this Agreement when due, Operator shall have the additional right to notify the purchaser or purchasers of the defaulting Non-operator's(s') production and collect such costs and other expenses out of the proceeds from the sale of the defaulting Non-operator's(s') share of production until the amount owed has been paid. Operator shall have the right to offset the amount owed against the proceeds from the sale of such defaulting Non-operator's(s) share of production if the amount owing is uncontested. Any purchaser of such production shall be entitled to rely on Operator's statement concerning the amount of costs and other expenses owed by the defaulting Non-operator(s) and payment made to Operator by any purchaser shall be binding and conclusive as between such purchaser and such defaulting Non-operator(s).

- (ii) The maximum amount for which the mortgage herein granted by each Non-operator(s) shall be deemed to secure the obligations and indebtedness of such Non-operator(s) to Operator as stipulated herein is hereby fixed in an amount equal to Twenty-Five Million Dollars (\$25,000,000.00) (the "Limit of the Mortgage of each Non-operator(s)"). Except as provided in the previous sentence (and then only to the extent that such limitations are required by law), the entire amount of obligations and indebtedness of each Non-operator(s) to Operator is secured hereby without limitation. Notwithstanding the foregoing Limit of the Mortgage of each Non-operator(s), the liability of each Non-operator(s) under this Agreement and the mortgage and security interest granted hereby shall be limited to (and Operator shall not be entitled to enforce the same against such Non-operator(s) for an amount exceeding) the actual obligations and indebtedness (including all interest charges, costs, attorneys' fees, and other charges provided for in this Agreement or in the attached Exhibit "F") outstanding and unpaid and that are attributable to or charged against the interest of such Non-operator(s) pursuant to this Agreement.

8.6.2 Security Interest in Favor of Operator

To secure the complete and timely performance of and payment by each Non-operator(s) of all obligations and indebtedness of every kind and nature, whether now owed by such Non-operator(s) or hereafter arising, pursuant to this Agreement, each Non-operator Party hereby grants to Operator a continuing security interest in and to all its rights, titles, interests, claims, general intangibles, proceeds, and products thereof, whether now existing or hereafter acquired, in and to (a) all oil and gas produced from the lands or offshore blocks covered by the Lease or attributable to the Lease when produced, (b) all accounts receivable accruing or arising as a result of the sale of such oil and gas (including, without limitation, accounts arising from gas imbalances or from the sale of oil and gas at the wellhead), (c) all cash or other proceeds from the sale of such oil and gas once produced, and (d) all Platforms, wells, facilities, fixtures, other corporeal property, whether movable or immovable, whether now or hereafter placed on the lands or offshore blocks covered by the Lease or maintained or used in connection with the ownership, use, or exploitation of the Lease, and other surface and sub-surface equipment of any kind or character located on or attributable to the Lease and the cash or other proceeds realized from the sale, transfer, disposition, or conversion thereof. The interest of the Non-operator(s) in and to the oil and gas produced from or attributable to the Lease when extracted and the accounts receivable accruing or arising as the result of the sale thereof shall be financed at the wellhead of the well or wells located on the Lease. To the extent susceptible under applicable law, the security interest granted by each Non-operator(s) hereunder covers: (a) all substitutions, replacements, and accessions to the property of such Non-operator(s) described herein and is intended to cover all the rights, titles, and interests of such Non-operator(s) in all movable property now or hereafter located on or used in connection with the Lease, whether corporeal or incorporeal; (b) all rights under any gas balancing agreement, farmout rights, option farmout rights, acreage and cash contributions, and conversion rights of such Non-operator(s) in connection with the Lease, or the oil and gas produced from or attributable to the Lease, whether now owned and existing or hereafter acquired or arising, including, without limitation, all interests of each Non-operator(s) in any partnership, tax partnership, limited partnership, association, joint venture, or other entity or enterprise that holds, owns, or controls any interest in the Lease; and (c) all rights, claims, general intangibles, and proceeds, whether now existing or hereafter acquired, of each Non-operator(s) in and to the contracts, agreements, permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to the Lease, including the following:

- (i) all its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from any present or future operating, farmout, bidding, pooling, unitization, and communitization

agreements, assignments, and subleases, whether or not described in Exhibit "A", to the extent, and only to the extent, that such agreements, assignments, and subleases cover or include any of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in and to all or any portion of the Lease, and all units created by any such pooling, unitization, and communitization agreements and all units formed under orders, regulations, rules, or other official acts of any governmental authority having jurisdiction, to the extent and only to the extent that such units cover or include all or any portion of the Lease;

- (ii) all its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all presently existing and future advance payment agreements, and oil, casinghead gas, and gas sales, exchange, and processing contracts and agreements, including, without limitation, those contracts and agreements that are described on Exhibit "A", to the extent, and only to the extent, that those contracts and agreements cover or include all or any portion of the Lease; and
- (iii) all its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all existing and future permits, licenses, rights of way, and similar rights and privileges that relate to or are appurtenant to any of the Lease(s).

8.6.3 Mortgage in Favor of the Non-operator Parties

Operator hereby grants to each Non-operator(s) a mortgage, hypothecate, and pledge of and over all its rights, titles, and interests in and to (a) the Lease; (b) the oil and gas in, on, under, and that may be produced from the lands within the Lease; and (c) all other immovable property or other property susceptible of mortgage situated within the Lease.

- (i) This mortgage is given to secure the complete and timely performance of and payment by Operator of all obligations and indebtedness of every kind and nature, whether now owed by Operator or hereafter arising, pursuant to this Agreement. To the extent susceptible under applicable law, this mortgage and the security interests granted in favor of each Non-operator(s) herein shall secure the payment of all costs and other expenses properly charged to Operator, together with (a) interest on such indebtedness, costs, and other expenses at the rate set forth in the Accounting Procedure or the maximum rate allowed by law, whichever is the lesser, (b) reasonable attorneys' fees, (c) court costs, and (d) other directly related collection costs. If Operator does not pay any such uncontested costs and other expenses or perform its obligations under this Agreement when due, the Non-operator(s) shall have the additional right to notify

the purchaser or purchasers of Operator's production and collect such costs and other expenses out of the proceeds from the sale of Operator's share of production until the amount owed has been paid. The Non-operator(s) shall have the right to offset the amount owed against the proceeds from the sale of Operator's share of production if the amount owing is uncontested. Any purchaser of such production shall be entitled to rely on the Non-operator(s)' statement concerning the amount of costs and other expenses owed by Operator and payment made to the Non-operator(s) by any purchaser shall be binding and conclusive as between such purchaser and Operator.

- (ii) The maximum amount for which the mortgage herein granted by Operator shall be deemed to secure the obligations and indebtedness of Operator to all Non-operator(s) as stipulated herein is hereby fixed in an amount equal to Twenty-Five Million Dollars (\$25,000,000) in the aggregate (the "Limit of the Mortgage of Operator"). Except as provided in the previous sentence (and then only to the extent such limitations are required by law), the entire amount of obligations and indebtedness of Operator to the Non-operator(s) is secured hereby without limitation. Notwithstanding the foregoing Limit of the Mortgage of Operator, the liability of Operator under this Agreement and the mortgage and security interest granted hereby shall be limited to (and the Non-operator(s) shall not be entitled to enforce the same against Operator for an amount exceeding) the actual obligations and indebtedness (including all interest charges, costs, attorneys' fees, and other charges provided for in this Agreement or in Exhibit "F") outstanding and unpaid and that are attributable to or charged against the interest of Operator pursuant to this Agreement.

8.6.4 Security Interest in Favor of the Non-operator(s)

To secure the complete and timely performance of and payment by Operator of all obligations and indebtedness of every kind and nature, whether now owed by Operator or hereafter arising, pursuant to this Agreement, Operator hereby grants to each Non-operator(s) a continuing security interest in and to all its rights, titles, interests, claims, general intangibles, proceeds, and products thereof, whether now existing or hereafter acquired, in and to (a) all oil and gas produced from the lands or offshore blocks covered by the Lease or attributable to the Lease when produced, (b) all accounts receivable accruing or arising as a result of the sale of such oil and gas (including, without limitation, accounts arising from gas imbalances or from the sale of oil and gas at the wellhead), (c) all cash or other proceeds from the sale of such oil and gas once produced, and (d) all Platforms, wells, facilities, fixtures, other corporeal property whether movable or immovable, whether now or hereafter placed on the offshore blocks covered by the

Lease or maintained or used in connection with the ownership, use, or exploitation of the Lease, and other surface and sub-surface equipment of any kind or character located on or attributable to the Lease and the cash or other proceeds realized from the sale, transfer, disposition, or conversion thereof. The interest of Operator in and to the oil and gas produced from or attributable to the Lease when extracted and the accounts receivable accruing or arising as the result of the sale thereof shall be financed at the wellhead of the well or wells located on the Lease. To the extent susceptible under applicable law, the security interest granted by Operator hereunder covers: (a) all substitutions, replacements, and accessions to the property of Operator described herein and is intended to cover all the rights, titles and interests of Operator in all movable property now or hereafter located on or used in connection with the Lease, whether corporeal or incorporeal; (b) all rights under any gas balancing agreement, farmout rights, option farmout rights, acreage and cash contributions, and conversion rights of Operator in connection with the Lease, the oil and gas produced from or attributable to the Lease, whether now owned and existing or hereafter acquired or arising, including, without limitation, all interests of Operator in any partnership, tax partnership, limited partnership, association, joint venture, or other entity or enterprise that holds, owns, or controls any interest in the Lease; and (c) all rights, claims, general intangibles, and proceeds, whether now existing or hereafter acquired, of Operator in and to the contracts, agreements, permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to the Lease, including the following:

- (i) all its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from any present or future operating, farmout, bidding, pooling, unitization, and communitization agreements, assignments, and subleases, whether or not described in Exhibit "A", to the extent, and only to the extent, that such agreements, assignments, and subleases cover or include any of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in and to all or any portion of the Lease, and all units created by any such pooling, unitization, and communitization agreements and all units formed under orders, regulations, rules, or other official acts of any governmental authority having jurisdiction, to the extent and only to the extent that such units cover or include all or any portion of the Lease;
- (ii) all its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all presently existing and future advance payment agreements, and oil, casinghead gas, and gas sales, exchange, and processing contracts and agreements, including, without

limitation, those contracts and agreements that are described on Exhibit "A", to the extent, and only to the extent that those contracts and agreements cover or include all or any portion of the Lease; and

- (iii) all its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all existing and future permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to any of the Lease.

8.6.5 Recording

To provide evidence of, and to further perfect the Parties' security rights created hereunder, on request, each Party shall execute and acknowledge the attached Exhibit "F" (the "Memorandum of Operating Agreement and Financing Statement") in multiple counterparts as appropriate. The Parties authorize Operator to file the Memorandum of Operating Agreement and Financing Statement in the public records set forth below to serve as notice of the existence of this Agreement as a burden on the title of Operator and the Non-operator(s) to their interests in the Lease and for purposes of satisfying otherwise relevant recording and filing requirements of applicable law and to attach an original of the Memorandum of Operating Agreement and Financing Statement to a standard UCC-1 for filing in the UCC records set forth below to perfect the security interests created by the Parties in this Agreement. Such Memorandum of Operating Agreement and Financing Statement shall be amended from time to time on acquisition of additional leasehold interests in the Lease, and the Parties shall, within five (5) business days following request by one (1) of the Parties hereto, execute and furnish to the requesting Party for recordation any such amendment.

8.6.6 The Memorandum of Operating Agreement and Financing Statement

The Memorandum of Operating Agreement and Financing Statement is to be filed or recorded, as the case may be, in (a) the conveyance records of the parish or parishes adjacent to the lands or offshore blocks covered by the Lease pursuant to La. R.S. 9:2731 et seq., (b) the mortgage records of such parish(es) or county(ies), (c) the appropriate Uniform Commercial Code records, and (d) the records of the BOEMRE as a non-required filing. A copy of such filed or recorded instrument(s) shall be furnished to Non-operator(s) once received by Operator.

8.7 Unpaid Charges and Default

- 8.7.1** If a Party fails to pay the charges due under this Agreement within sixty (60) days after receipt of Operator's statement, and if Operator then issues a notice of default and the default is not cured in the time and manner provided below, the other Participating Parties shall, on Operator's request, pay the unpaid amount in proportion to their Participating Interests. Each Party paying its share of the unpaid amount shall be

subrogated to Operator's security rights, to the extent of the payment. In addition to other remedies provided by this Agreement or by law, if a Party does not pay, when due, its share of the charges under this Agreement, Operator may give that Party notice that unless payment is made within thirty (30) days after receipt of Operator's notice, the Party shall be in default if the amount owing is uncontested. A Party in default shall have no further access to the Lease, maps, records, data, or other information obtained in connection with operations. If a Party believes that Operator's charges, or a portion thereof, are incorrect, that Party shall nevertheless pay the charges claimed by Operator and may notify Operator that the charges are in dispute. Thereafter, Operator and the Non-operator(s) shall attempt to resolve the issue within sixty (60) days after receipt of payment. A defaulting Party shall not be entitled to vote or exercise an election on any matter until that Party's payments are current. The voting interest of each non-defaulting Party shall be in the proportion its Participating Interest bears to the total Participating Interests of all non-defaulting Parties. For each operation approved while a Party is in default, the defaulting Party shall be deemed to have voted not to participate in that operation.

- 8.7.2** The first sentence of Article 8.6.1(ii) of this Agreement shall be applicable only when both of the following conditions have been met: (i) Operator has fully complied with the provisions of this Agreement that are intended for the prevention of such a default, including, without limitation, timely advance billings, reasonable efforts to timely collect payment for advance billings as well as all monthly billings, providing due notice of default to a party that fails to make timely payment as required and recording of a fully executed Memorandum of Operating Agreement and Financing Statement as set forth in Exhibit "F", and (ii) the defaulting party is any Party other than Operator or its assigns.

8.8 Confession of Judgment; Executory Process

To the extent the Contract Area is located adjacent to Louisiana and to the extent allowed under La. C.C.P. art. 2631 et seq., each Party may use executory process to enforce the mortgage and security rights granted hereunder as to any property subject hereto. Therefore, each Non-operator Party hereby confesses judgment in favor of the Operator up to the full amount secured hereunder as set forth in Article 8.6.1 (Mortgage in Favor of the Operator), and does by these present, consent, agree, and stipulate that, in the event the mortgage or security interests or any charges thereon not being promptly and fully paid when the same becomes due and payable, or in the event of failure to comply with any of the obligations herein set forth, or the breach of this Agreement in any of its parts by such Non-operator Party, the mortgage or security interests shall, at the option of the Operator, become due and payable, anything therein contained to the contrary notwithstanding, and it shall be lawful for the Operator, as holder of the mortgage or security interests, without making a demand and without notice or putting in default, the same

being hereby expressly waived, to cause all and singular the property herein mortgaged or secured to be seized and sold without appraisal, which is hereby expressly waived, by executory process issued by a competent court or to proceed with enforcement of its mortgage or security interest in any other manner provided by law. Furthermore, the Operator hereby confesses judgment in favor of each Non-operator Party up to the full amount secured hereunder as set forth in Article 8.6.3 (Mortgage in Favor of the Non-operator Parties), and does by these present, consent, agree, and stipulate that, in the event the mortgage or security interests or any charges thereon not being promptly and fully paid when the same becomes due and payable, or in the event of failure to comply with any of the obligations herein set forth, or the breach of this Agreement in any of its parts by such Operator, the mortgage or security interests shall, at the option of such Non-operator Party, become due and payable, anything therein contained to the contrary notwithstanding, and it shall be lawful for such Non-operator Party, as holder or the mortgage or security interests, without making a demand and without notice or putting in default, the same being hereby expressly waived, to cause all and singular the property herein mortgaged or secured to be seized and sold by executory process issued by a competent court or to proceed with enforcement of its mortgage or security interest in any other manner provided by law.

ARTICLE 9 NOTICES

9.1 Giving and Receiving Notices

Except as otherwise provided in this Agreement, all AFEs and notices required or permitted by this Agreement shall be in writing and shall be delivered in person or by mail, courier service, or electronic mail, or facsimile transmission, with postage and charges prepaid, addressed to the Parties at the addresses in Exhibit "A". When a drilling rig is on location and standby charges are accumulating, however, notices pertaining to the rig shall be given orally or by telephone. All telephone or oral notices permitted by this Agreement shall be confirmed as soon as reasonably practical thereafter by written notice. A notice shall be deemed to have been delivered only when received by the Party to which it was directed, and the period for a Party to deliver a response thereto begins on the date the notice is received. "Receipt", for oral or telephone notice, means actual and immediate communication to the Party to be notified, and for written notice, means actual delivery of the notice to the address of the Party to be notified, as specified in this Agreement, or to the facsimile machine of that Party. A responsive notice shall be deemed to have been delivered when the Party to be notified is in receipt of same. When a response is required in forty-eight (48) hours or less, however, the response shall be given orally or by telephone, electronic mail, or facsimile transmission within that period. If a Party is unavailable to accept delivery of a notice required to be given orally or by telephone, the notice may be

delivered by any other method specified in this Article 9.1. A message left on an answering machine or with an answering service or other third person shall not be deemed to be adequate telephonic or oral notice.

9.2 Content of Notice

An AFE or a notice requiring a response shall indicate the maximum response time specified in Article 9.3 (Response to Notices). A proposal for a Platform and/or Development Facilities shall include an AFE containing a description of the Platform and/or Development Facilities, including but not limited to location and the estimated costs of design, fabrication, transportation, and installation. A proposal for a well operation shall include an AFE describing the estimated commencement date, the proposed depth, the objective formation or formations to be penetrated or tested, the Objective Horizon, the surface and bottom-hole locations, proposed directional or horizontal drilling operations, the type of equipment to be used, and the estimated costs of the operation, including but not limited to the estimated costs of drilling, testing, and Completing or abandoning the well. If a proposed operation is subject to Article 13.11 (Lease Maintenance Operations), the notice shall specify that the proposal is a Lease Maintenance Operation. A proposal for multiple operations on more than one (1) well location by the same rig shall contain separate AFEs or notices for each operation and shall specify in writing in what order the operations will be conducted. Each Party shall respond to each proposed multiple operation in the manner provided in Article 9.3.3 (Proposal for Multiple Operations).

9.3 Response to Notices

Except as provided in Article 9.1, each Party's response to a proposal shall be in writing to the proposing Party. Unless otherwise provided in this Agreement, the response time shall be as follows:

9.3.1 Platform and/or Development Facilities Proposals

Each Party shall respond within sixty (60) days after its receipt of the AFE or notice for a Platform and/or Development Facilities.

9.3.2 Well Proposals

Except as provided in Article 9.3.3 (Proposal for Multiple Operations), each Party shall respond within thirty (30) days after receipt of the well, Rework, or Recompletion proposal, but if (a) a drilling rig is on location, (b) the proposal relates to the same well or its substitute, and (c) standby charges are accumulating, a response shall be made within forty-eight (48) hours after receipt of the proposal, including Saturdays, Sundays, and federal holidays.

9.3.3 Proposal for Multiple Operations

When a proposal is made to conduct multiple Development Operations at separate well locations using the same rig, each Party shall respond (a) to the well operation taking

precedence, within thirty (30) days after receipt of the proposal; and (b) to each subsequent well location, within forty-eight (48) hours after completion of approved operations at the prior location and notification thereof by Operator.

9.3.4 Other Matters

For all other matters requiring notice, each Party shall respond within thirty (30) days after receipt of notice.

9.4 Failure to Respond

Failure of a Party to respond to a proposal or notice, to vote, or to elect to participate within the period required by this Agreement shall be deemed to be a negative response, vote, or election.

9.5 Response to Counterproposals

Should a counterproposal be allowed under this Agreement, responses to that counterproposal must be made within the response period for the original proposal.

9.6 Timely Well Operations

Unless otherwise provided, an approved well shall be commenced within one hundred eighty (180) days after the date when the last applicable election on that well may be made. Wells shall be deemed to have commenced on the day charges commence under the drilling contract for that well. Subject to Exhibit "C", if a proposal for a well is deemed to have been withdrawn, all costs incurred in the preparation for or in furtherance of that well will be chargeable to the Parties that voted to participate in the well proposal for that well.

9.7 Timely Platform / Development Facilities Operations

Unless otherwise provided, Operator shall commence, or cause to commence, the construction, acquisition, or refurbishment of an approved proposal for a Platform and/or Development Facilities within one hundred eighty (180) days after the date when the last applicable election on that Platform and/or Development Facilities may be made. The construction, acquisition, or refurbishment of an approved Platform and/or Development Facilities proposal shall be deemed to have commenced on the date the contract is awarded for the design, acquisition, fabrication, or refurbishment of the Platform and/or Development Facilities. Subject to Exhibit "C", regardless of whether or not the construction, acquisition, or refurbishment of a Platform and/or Development Facilities is commenced, all costs incurred by Operator, attributable to that activity, shall be paid by the Participating Parties.

ARTICLE 10 EXPLORATORY OPERATIONS

10.1 Proposing Operations

A Party may propose an Exploratory Operation in accordance with Article 9 (Notices) to the other Parties that are entitled to vote or make an election in regard to that operation

10.2 Counterproposals

When an Exploratory Operation is proposed, a Party may, within seven (7) days (exclusive of Saturdays, Sundays, and federal holidays) after receipt of the AFE or notice for the original proposal, make a counterproposal to conduct an alternative Exploratory Operation by sending an AFE or notice to such Parties in accordance with Article 9 (Notices). The AFE or notice shall indicate that the proposal is a counterproposal to the original proposal. If one (1) or more counterproposals are made, such Parties shall elect to participate in either the original proposal, one (1) counterproposal, or neither the original proposal nor a counterproposal. If two (2) or more proposals receive the approval of the number of Parties and combined Working Interests required by Article 10.5 (Operations by Fewer Than All Parties), the proposal receiving the largest percentage of Working Interest approval shall take precedence, and in the event of a tie between two (2) or more approved proposals, the proposal first received by the Parties shall take precedence. Except for the response period provided in this Article 10.2, a counterproposal shall be subject to the same terms and conditions as the original proposal.

10.3 Operations by All Parties

If all Parties elect to participate in the proposed operation, Operator shall conduct the operation at their cost and risk.

10.4 Second Opportunity to Participate

If there are more than two (2) Parties to this Agreement and if fewer than all but one (1) or more Parties elect to participate, the proposing Party shall notify the Parties of the elections made, whereupon a Party originally electing not to participate may then elect to participate by notifying the proposing Party within forty-eight (48) hours, including Saturdays, Sundays, and federal holidays, after receipt of such notice. If all Parties elect to participate in the proposed operation, Operator shall conduct the operation at their cost and risk. If there are only two (2) Parties to this Agreement, there shall not be a second opportunity to elect to participate, and if the Participating Party agrees to pay and bear one hundred percent (100%) of the costs and risks of the operation, Operator shall conduct the operation as a Non-consent Operation for the benefit of the Participating Party, and the provisions of Article 13 (Non-consent Operations) shall apply.

10.5 Operations by Fewer Than All Parties

If there are more than two (2) Parties to this Agreement and if, after the election made under Article 10.4 (Second Opportunity to Participate), fewer than all but one (1) or more Parties having the requisite Working Interest to approve the operation have elected to participate in the proposed operation, the proposing Party shall notify the Participating Parties, and each Participating Party shall have forty-eight (48) hours, including Saturdays, Sundays, and federal holidays, after receipt of the notice to notify the proposing Party of the portion of costs and risks attributable to the total Non-participating Parties' interests it elects to pay and bear. Unless

otherwise agreed by the Participating Parties, each Participating Party may, but shall not be obligated to, pay and bear that portion of the costs and risks attributable to the total Non-participating Parties' interests in the ratio that the Participating Party's interest bears to the total interests of all Participating Parties that elect to pay and bear a portion of costs and risks attributable to the total Non-participating Parties' interests. Failure to respond shall be deemed to be an election not to pay or bear any additional costs or risks. If the Participating Parties agree to pay and bear one hundred percent (100%) of the costs and risks of the operation, Operator shall conduct the operation as a Non-consent Operation for the benefit of the Participating Parties, and the provisions of Article 13 (Non-consent Operations) shall apply. If such agreement is not obtained, however, the operation shall not be conducted and the effect shall be as if the proposal had not been made.

10.5.1 First Exploratory Well

If a Party elects to be a Non-participating Party in the drilling of the first Exploratory Well on the Lease, then, as of the last applicable election date, each Non-participating Party shall be deemed to have relinquished its entire Working Interest in the Lease to the Participating Party. If such first Exploratory Well is commenced timely after the last applicable election date and is drilled to the proposed Objective Depth or deepest Objective Horizon, whichever is lesser, in accordance with this Agreement, each Non-participating Party shall execute an assignment of its entire Working Interest in the Lease to the Participating Party(ies) in proportion to their interests in such first Exploratory Well.

10.6 Expenditures Approved

Approval of an Exploratory Operation shall cover all necessary expenditures associated with the operation proposed in the AFE or notice that are incurred by Operator in connection with (a) preparations for drilling; (b) the actual drilling; (c) evaluations, such as testing, coring, and logging; and (d) plugging and abandonment.

10.7 Conduct of Operations

After commencement of drilling an Exploratory Well, Operator shall diligently conduct the operation without unreasonable delay until the well reaches the Objective Depth, unless the well encounters, at a lesser depth, impenetrable conditions or mechanical difficulties that cannot be overcome by reasonable and prudent operations and that render further operations impracticable. If a well does not reach its Objective Depth as a result of the conditions mentioned in this Article 10.7, the operation shall be deemed to have been completed and Article 13 (Non-consent Operations) shall apply to each Non-participating Party for the portion of the well drilled.

10.8 Course of Action After Reaching Objective Depth

When an Exploratory Well has been drilled to its Objective Depth and reasonable testing, coring, and logging have been completed as set forth in the approved AFE and the results have been furnished to the Participating Parties, Operator shall notify the Participating Parties of Operator's

recommendation for further operations in the well, and the following provisions shall apply:

10.8.1 Election by Participating Parties

A Participating Party shall have the right to propose another operation by notifying Operator and the other Participating Parties of its proposed operation within twenty-four (24) hours, including Saturdays, Sundays, and federal holidays, of receipt of Operator's notice. The Participating Parties shall notify Operator within forty-eight (48) hours, including Saturdays, Sundays, and federal holidays, of receipt of Operator's proposal whether the Participating Parties elect to (a) participate in a recommended operation, or (b) not participate in a recommended operation. Failure to respond shall be deemed to be an election not to participate in any of the recommended operations.

10.8.2 Priority of Operations

If all Participating Parties elect to participate in the same proposed operation, Operator shall conduct the operation at their cost and risk. If more than one (1) operation is approved by one (1) or more Participating Parties having a combined Working Interest of fifty percent (50%) or more, the approved operation with the lowest number as indicated below shall take precedence:

- 1 Additional Testing, coring, or logging. (If conflicting proposals are approved, the proposal receiving the largest percentage of Working Interest approval shall take precedence, and in the event of a tie between two (2) or more approved proposals, the approved proposal first received by the Parties shall take precedence.)
- 2 Deepen. (If conflicting proposals are approved, the operation proposed to the deepest depth shall take precedence.)
- 3 Sidetrack. (If conflicting proposals are approved, the proposal receiving the largest percentage Working Interest approval shall take precedence, and in the event of a tie between two (2) or more approved proposals, the approved proposal first received by the Parties shall take precedence.)
- 4 Complete at the Objective Horizon.
- 5 Complete above the Objective Horizon. (If conflicting proposals are approved, the operation proposed at the deepest depth shall take precedence.)
- 6 Other operations. (If conflicting proposals are approved, the proposal receiving the largest percentage Working Interest approval shall take precedence, and in the event of a tie between two (2) or more approved proposals, the approved proposal first received by the Parties shall take precedence.)
- 7 Temporarily abandon.
- 8 Plug and abandon.

10.8.3 Second Opportunity to Participate

If there are more than two (2) Participating Parties and fewer than all but one (1) or more

Participating Parties elect to participate in an operation, the proposing Party shall notify the Participating Parties of the elections made, whereupon a Party originally electing not to participate in the proposed operation may then elect to participate by notifying the proposing Party within forty-eight (48) hours, including Saturdays, Sundays, and federal holidays, after receipt of such notice. If all Parties elect to participate in the proposed operation, Operator shall conduct the operation at their cost and risk. If there are only two (2) Participating Parties, there shall not be a second opportunity to elect to participate.

10.8.4 Operations by Fewer Than All Parties

If, after the election (if applicable) made under Article 10.8.3 (Second Opportunity to Participate), fewer than all but one (1) or more Parties having the requisite Working Interest to approve the operation elect to participate in the proposed operation that takes precedence, the proposing Party shall notify the Participating Parties and each Participating Party shall have forty-eight (48) hours, including Saturdays, Sundays, and federal holidays, after receipt of the notice to notify the proposing Party of the portion of the costs and risks attributable to the total Non-participating Parties' interests it elects to pay and bear. Unless otherwise agreed by the Participating Parties, each Participating Party may, but shall not be obligated to, pay and bear that portion of the costs and risks attributable to the total Non-participating Parties' interests in the ratio that the Participating Party's interest bears to the total interests of all Participating Parties that elect to pay and bear a portion of costs and risks attributable to the Non-participating Parties' interests. Failure to respond shall be deemed to be an election not to pay or bear any additional costs or risks. If the Participating Parties agree to bear one hundred percent (100%) of the costs and risks of the operation, Operator shall conduct the operation as a Non-consent Operation for the benefit of the Participating Parties, and the provisions of Article 13 (Non-consent Operations) shall apply. If such agreement is not obtained, however, the operation shall not be conducted and the effect shall be as if the proposal had not been made. If a Participating Party in a well elects not to participate in the Deepening or Sidetracking operation in the well, such non-consenting Party shall become a Non-participating Party in all operations conducted in the Deepened or Sidetracked portion of the well after that election.

10.8.5 Subsequent Operations

On completion of an operation conducted under Article 10.8 (Course of Action After Reaching Objective Depth), if the well is not either (a) Completed as a Producing Well, or (b) temporarily abandoned or permanently plugged and abandoned, Operator shall notify the Participating Parties of Operator's recommendation for further operations in the well under Articles 10.8.1 through 10.8.4, which again shall apply. If sufficient approval is not obtained to conduct a subsequent operation in a well or if all Participating Parties elect to

plug and abandon the well, subject to Article 14 (Abandonment and Salvage), Operator shall permanently plug and abandon the well at the cost and risk of all Participating Parties. Each Participating Party shall be responsible for its proportionate share of the plugging and abandonment costs associated with the operation in which it participated.

10.9 Wells Proposed Below Deepest Producing Reservoir

If a proposal is made to conduct an Exploratory Operation involving the drilling of a well to an Objective Horizon below the base of the deepest Producing Reservoir, a Party may elect within the applicable period to limit its participation in the operation down to the base of the deepest Producing Reservoir. For purposes of this Article 10.9, a Party that elects to limit its participation in the operation down to the base of the deepest Producing Reservoir shall be referred to as "Shallow Participant" and a Party that elects to participate in the entire operation shall be referred to as "Deep Participant". If a Party elects to limit its participation to the base of the deepest Producing Reservoir, Operator shall prepare and submit to the Shallow Participant, for informational purposes, a separate AFE covering operations down to the deepest Producing Reservoir. The Shallow Participant shall be a Participating Party in, and shall pay and bear the costs and risks of, each operation to the base of the deepest Producing Reservoir, according to its Participating Interest. The Shallow Participant shall be a Non-participating Party in each operation below the deepest Producing Reservoir, and the operation shall be considered a Non-consent Operation, and the provisions of Article 13 (Non-consent Operations) shall apply. If the well is Completed and produces Hydrocarbons from a horizon below the deepest Producing Reservoir, the Deep Participant shall reimburse the Shallow Participant for its share of the actual well costs to the base of the deepest Producing Reservoir. Payment shall be due within thirty (30) days after receipt of notice of the well being completed below the deepest Producing Reservoir. If the well is Completed and produces Hydrocarbons from a horizon below the deepest Producing Reservoir, the Shallow Participant shall reimburse the Deep Participant for its Working Interest share of the actual well costs to the base of the deepest Producing Reservoir in accordance with Article 13.4 (Deepening or Sidetracking Cost Adjustments), on the earlier of the time that (a) the well is plugged back to a horizon above the base of the deepest Producing Reservoir, as determined when the original well was proposed, (b) the well is plugged and abandoned, or (c) the amount to be recouped by the Deep Participant under Article 13 (Non-consent Operations) is recovered.

ARTICLE 11 DEVELOPMENT OPERATIONS

11.1 Proposing Operations

A Party may propose a Development Operation in accordance with Article 9 (Notices) to the other Parties that are entitled to vote or make an election in regard to that operation.

11.2 Counterproposals

When a Development Operation is proposed, a Party may, within seven (7) days (exclusive of Saturdays, Sundays, and federal holidays) after receipt of the AFE or notice for the original proposal, make a counterproposal to conduct an alternative Development Operation by sending an AFE or notice to such Parties in accordance with Article 9 (Notices). The AFE or notice shall indicate that the proposal is a counterproposal to the original proposal. If one (1) or more counterproposals are made, such Parties shall elect to participate in either the original proposal, one (1) counterproposal, or neither the original proposal nor a counterproposal. If two (2) or more proposals receive the approval of the number of Parties and combined Working Interests required by Article 11.5 (Operations By Fewer Than All Parties), the proposal receiving the largest percentage Working Interest approval shall take precedence, and in the event of a tie between two (2) or more approved proposals, the approved proposal first received by the Parties shall prevail. Except for the response period provided in this Article 11.2, a counterproposal shall be subject to the same terms and conditions as the original proposal.

11.3 Operations by All Parties

If all Parties elect to participate in the proposed operation, Operator shall conduct the operation at their cost and risk.

11.4 Second Opportunity to Participate

If there are more than two (2) Parties to this Agreement and if fewer than all but one (1) or more Parties elect to participate, the proposing Party shall notify the Parties of the elections made, whereupon a Party originally electing not to participate may then elect to participate by notifying the proposing Party within forty-eight (48) hours, including Saturdays, Sundays, and federal holidays, after receipt of such notice. If all Parties elect to participate in the proposed operation, Operator shall conduct the operation at their cost and risk. If there are only two (2) Parties to this Agreement, there shall not be a second opportunity to elect to participate, and if the Participating Party agrees to pay and bear one hundred percent (100%) of the costs and risks of the operation, Operator shall conduct the operation as a Non-consent Operation for the benefit of the Participating Party, and the provisions of Article 13 (Non-consent Operations) shall apply.

11.5 Operations by Fewer Than All Parties

If there are more than two (2) Parties to this Agreement and if, after the election made under Article 11.4 (Second Opportunity to Participate), fewer than all but one (1) or more Parties having the requisite Working Interest to approve the operation have elected to participate in the proposed operation, the proposing Party shall notify the Participating Parties, and each Participating Party shall have forty-eight (48) hours, including Saturdays, Sundays, and federal holidays, after receipt of the notice to notify the proposing Party of the portion of the costs and risks attributable to the total Non-participating Parties' interests it elects to pay and bear. Unless otherwise agreed by the Participating Parties, each Participating Party may, but shall not be

obligated to, pay and bear that portion of costs and risks attributable to the total Non-participating Parties' interests in the ratio that the Participating Party's interest bears to the total interests of all Participating Parties that elect to pay and bear a portion of the costs and risks attributable to the total Non-participating Parties' interests. Failure to respond shall be deemed to be an election not to pay or bear any additional costs or risks. If the Participating Parties agree to pay and bear one hundred percent (100%) of the costs and risks of the operation, Operator shall conduct the operation as a Non-consent Operation for the benefit of the Participating Parties, and the provisions of Article 13 (Non-consent Operations) shall apply. If such agreement is not obtained, however, the operation shall not be conducted and the effect shall be as if the proposal had not been made.

11.6 Expenditures Approved

Approval of a Development Operation shall cover all necessary expenditures associated with the operation proposed in the AFE or notice that are incurred by Operator in connection with (a) preparations for drilling; (b) the actual drilling; (c) evaluations, such as testing, coring, and logging; and (d) plugging and abandonment.

11.7 Conduct of Operations

After commencement of a Development Well, Operator shall diligently conduct the operation without unreasonable delay until the well reaches the Objective Depth, unless the well encounters, at a lesser depth, impenetrable conditions or mechanical difficulties that cannot be overcome by reasonable and prudent operations and render further operations impracticable. If a well does not reach its Objective Depth as a result of the conditions mentioned in this Article 11.7, the operation shall be deemed to have been completed and Article 13 (Non-consent Operations) shall apply to each Non-participating Party for the portion of the well drilled.

11.8 Course of Action After Reaching Objective Depth

When a Development Well has been drilled to its Objective Depth and reasonable testing, coring, and logging have been completed and the results have been furnished to the Participating Parties, Operator shall notify the Participating Parties of Operator's recommendation for further operations in the well and the following provisions shall apply:

11.8.1 Election by Fewer Than All Parties

A Participating Party shall have the right to propose another operation by notifying Operator and the other Participating Parties of its proposed operation within twenty-four (24) hours, including Saturdays, Sundays, and federal holidays, of receipt of Operator's notice. The Participating Parties shall notify Operator within forty-eight (48) hours, including Saturdays, Sundays, and federal holidays, of receipt of Operator's proposal whether the Participating Parties elect to (a) participate in a recommended operation, or (b) not participate in a recommended operation. Failure to respond shall be deemed to be an election not to participate in any of the recommended operations.

11.8.2 Priority of Operations

If all Participating Parties elect to participate in the same proposed operation, Operator shall conduct the operation at their cost and risk. If more than one (1) operation is approved by one (1) or more Participating Parties having a combined Working Interest of fifty percent (50%) or more, the approved operation with the lowest number as indicated below shall take precedence:

- 1 Additional Testing, coring, or logging. (If conflicting proposals are approved, the proposal receiving the largest percentage of Working Interest approval shall take precedence, and in the event of a tie between two (2) or more approved proposals, the approved proposal first received by the Parties shall take precedence.)
- 2 Complete at the Objective Horizon.
- 3 Complete above the Objective Horizon. (If conflicting proposals are approved, the operation proposed to the deepest depth shall take precedence.)
- 4 Deepen. (If conflicting proposals are approved, the operation proposed to the deepest depth shall take precedence.)
- 5 Sidetrack. (If conflicting proposals are approved, the proposal receiving the largest percentage of Working Interest approval shall take precedence, and in the event of a tie between two (2) or more approved proposals, the approved proposal first received by the Parties shall take precedence.)
- 6 Other operations. (If conflicting proposals are approved, the proposal receiving the largest percentage of Working Interest approval shall take precedence, and in the event of a tie between two (2) or more approved proposals, the approved proposal first received by the Parties shall take precedence.)
- 7 Temporarily abandon.
- 8 Plug and abandon.

11.8.3 Second Opportunity to Participate

If there are more than two (2) Participating Parties and if fewer than all but one (1) or more Participating Parties elect to participate in an operation, the proposing Party shall notify the Participating Parties of the elections made, whereupon a Party originally electing not to participate in the proposed operation may then elect to participate by notifying the proposing Party within forty-eight (48) hours, including Saturdays, Sundays, and federal holidays, after receipt of such notice. If all Parties elect to participate in the proposed operation, Operator shall conduct the operation at their cost and risk. If there are only two (2) Participating Parties, there shall not be a second opportunity to elect to participate.

11.8.4 Operations by Fewer Than All Parties

If, after the election (if applicable) made under Article 11.8.3 (Second Opportunity to Participate), fewer than all but one (1) or more Parties having the requisite Working Interest to approve the operation elect to participate in the proposed operation that takes precedence, the proposing Party shall notify the Participating Parties and each Participating Party shall have forty-eight (48) hours, including Saturdays, Sundays, and federal holidays, after receipt of the notice to notify the proposing Party of the portion of the costs and risks attributable to the total Non-participating Parties' interests that it elects to pay and bear. Unless otherwise agreed by the Participating Parties, each Participating Party may, but shall not be obligated to, pay and bear that portion of the costs and risks attributable to the total Non-participating Parties' interests in the ratio that the Participating Party's interest bears to the total interests of all Participating Parties that elect to pay and bear a portion of costs and risks attributable to the Non-participating Parties' interests. Failure to respond shall be deemed to be an election not to pay or bear any additional costs or risks. If the Participating Parties agree to pay and bear one hundred percent (100%) of the costs and risks of the operation, Operator shall conduct the operation as a Non-consent Operation for the benefit of the Participating Parties, and the provisions of Article 13 (Non-consent Operations) shall apply. If such agreement is not obtained, however, the operation shall not be conducted and the effect shall be as if the proposal had not been made. If a Participating Party in a well elects not to participate in the Deepening or Sidetracking operation in the well, such non-consenting Party shall become a Non-participating Party in all operations conducted in the Deepened or Sidetracked portion of the well after that election.

11.8.5 Subsequent Operations

On the completion of an operation conducted under Article 11.8 (Course of Action After Reaching Objective Depth), if the well is not either (a) Completed as a well capable of producing Hydrocarbons in paying quantities, or (b) temporarily abandoned or permanently plugged and abandoned, Operator shall notify the Participating Parties of Operator's recommendation for operations in the well under Articles 11.8.1 through 11.8.4, which again shall apply. If sufficient approval is not obtained to conduct a subsequent operation in a well, or if all Participating Parties elect to plug and abandon the well, subject to Article 14 (Abandonment, Salvage, and Surplus), Operator shall permanently plug and abandon the well at the expense of all Participating Parties. Each Participating Party shall be responsible for its proportionate share of the plugging and abandonment costs associated with the operation in which it participated.

ARTICLE 12 PLATFORM AND DEVELOPMENT FACILITIES

12.1 Proposals

A Party may propose the fabrication or acquisition and installation of a Platform and/or Development Facilities by sending an AFE or notice to the other Parties in accordance with Article 9 (Notices).

12.2 Counterproposals

When a Platform and/or Development Facilities is proposed under Article 12.1, a Party may, within seven (7) days after receipt of the AFE or notice for the original proposal, make a counterproposal to fabricate or otherwise acquire and install said Platform and/or Development Facilities by sending an AFE or notice to the other Parties in accordance with Article 9 (Notices). The AFE or notice shall indicate that the proposal is a counterproposal to the original proposal. If one (1) or more counterproposals are made, each Party shall elect to participate in either the original proposal, one (1) counterproposal, or neither the original proposal nor a counterproposal. If two (2) or more proposals receive the approval of the number of Parties and combined Working Interests required by Article 12.5 (Operations By Fewer Than All Parties), the proposal receiving the largest percentage Working Interest approval shall be deemed approved, and if two (2) or more approved proposals receive the same Working Interest approval, the approved proposal first received by the Parties shall be deemed approved.

12.2.1 Operations by All Parties

If all Parties elect to participate in the proposed operation, Operator shall conduct the operation at their cost and risk.

12.2.2 Second Opportunity to Participate

If there are more than two (2) Parties and if fewer than all but one (1) or more Parties elect to participate in the Platform and/or Development Facilities, the proposing Party shall notify the Parties of the elections made, whereupon a Party originally electing not to participate may then elect to participate by notifying the proposing Party within forty-eight (48) hours, including Saturdays, Sundays, and federal holidays, after receipt of such notice. If all Parties elect to participate in the Platform and/or Development Facilities, Operator shall timely commence the fabrication and installation of the Platform and/or Development Facilities at their cost and risk. If there are only two (2) Parties to this Agreement, there shall not be a second opportunity to elect to participate, and if the Participating Party agrees to pay and bear one hundred percent (100%) of the costs and risks of the operation, Operator shall conduct the operation as a Non-consent Operation for the benefit of the Participating Party, and the provisions of Article 13 (Non-consent Operations) shall apply.

12.2.3 Operations by Fewer Than All Parties

If there are more than two (2) Parties to this Agreement and if, after the election made

under Article 12.2.2 (Second Opportunity to Participate), fewer than all but one (1) or more Parties having the requisite Working Interest to approve the operation elect to participate in the Platform and/or Development Facilities, the proposing Party shall notify the Participating Parties, and each Participating Party shall have forty-eight (48) hours, including Saturdays, Sundays, and federal holidays, after receipt of the notice to notify the proposing Party of the portion of the costs and risks attributable to the total Non-participating Parties' interests it elects to pay and bear. Unless otherwise agreed by the Participating Parties, each Participating Party may, but shall not be obligated to, pay and bear that portion of costs and risks attributable to the total Non-participating Parties' interests in the ratio that the Participating Party's interest bears to the total interests of all Participating Parties that elect to pay and bear a portion of the costs and risks attributable to the total Non-participating Parties' interests. Failure to respond shall be deemed to be an election not to pay or bear any additional costs or risks. If the Participating Parties agree to pay and bear one hundred percent (100%) of the costs and risks of the operation, Operator shall conduct the operation as a Non-consent Operation for the benefit of the Participating Parties, and except as provided in Article 12.4 (Rights to Take in Kind), the provisions of Article 13.2.1.(b) shall apply. If such agreement is not obtained, however, the fabrication and installation of the Platform and/or Development Facilities shall not be commenced, and the effect shall be as if the proposal had not been made.

12.3 Ownership and Use of the Platform and Development Facilities

The Participating Parties in the Development Facilities own all the excess capacity of the Development Facilities and the excess weight, space, and buoyancy of the Platform. Each Participating Party in the Development Facilities does not have the right to use its Participating Interest share of the excess capacity, weight, space, and buoyancy for hydrocarbon production from outside the Lease. Each Participating Party in the Development Facilities or Platform must obtain the unanimous approval of the other Participating Parties in the Development Facilities or Platform in order to utilize any portion of the excess capacity, weight, space, and buoyancy. It must negotiate the payment of a fee with the Participating Parties in the Development Facilities or Platform in order to utilize any portion of the excess capacity, weight, space, and buoyancy. Each of the Participating Parties in the Development Facilities or Platform shall receive its Participating Interest share of all fees derived from the utilization of the excess capacity, weight, space, and buoyancy. All hydrocarbon production from outside the Lease shall be processed under a "Facilities Use and Production Handling Agreement" unanimously agreed to by the Participating Parties in the Development Facilities.

12.4 Rights to Take in Kind

Nothing in this Article 12 shall act to limit a Party's rights under Article 22 (Disposition of

Production), or to otherwise separately dispose of its share of Hydrocarbon production. If a Party elects (a) not to participate in an approved Development Facilities proposal and (b) to separately dispose of its share of Hydrocarbon production (the "Separately Disposing Party"), the Separately Disposing Party (c) shall not be subject to the provisions of Article 13.2.1.(b), but must provide proof to the Participating Parties in the approved Development Facilities proposal, within seven (7) days from the last applicable response date to the Development Facilities proposal, that it has entered into fabrication and transportation contracts to separately dispose of its own share of Hydrocarbon production. If a Separately Disposing Party fails to provide such proof by that deadline and if there is sufficient capacity for the Development Facilities to accommodate the Separately Disposing Party's share of the Hydrocarbons, it shall immediately (i) become a Participating Party in the Development Facilities and utilize the Development Facilities for its share of Hydrocarbon production, (ii) pay to the Participating Parties in the approved Development Facilities proposal an amount equal to two hundred percent (200%) of what would have been the Separately Disposing Party's share of the costs and expense of the Development Facilities had it elected to participate in the Development Facilities under Article 12.1 or 12.2, and (iii) assume its share of the risks and liabilities associated with the construction and ownership of the Development Facilities as of the date of commencement of the operations to construct same. The Participating Parties in the original Development Facilities and the Separately Disposing Party, which becomes a Participating Party in the original Development Facilities under this Article 12.4, shall own the original Development Facilities based on their Participating Interest share in the original Development Facilities. If a Separately Disposing Party fails to provide such proof by that deadline and if there is insufficient capacity for the Development Facilities to accommodate the Separately Disposing Party's share of the Hydrocarbons, the Separately Disposing Party shall (i) become a Participating Party in the original Development Facilities and utilize the available capacity in the original Development Facilities, if any, for its share of Hydrocarbon production, (ii) pay one hundred percent (100%) of the costs of an expansion or modification of the Development Facilities, which is required to accommodate all or a portion of its share of the Hydrocarbons, and assume one hundred percent (100%) of the risks and liabilities associated with (a) the construction, installation and commissioning of the expanded or modified Development Facilities and (b) the utilization of the expanded or modified Development Facilities for thirty (30) days after the commencement of Hydrocarbon production through same, (iii) pay to the Participating Parties in the approved Development Facilities proposal an amount equal to two hundred percent (200%) of what would have been the Separately Disposing Party's share of the costs and expense of the original Development Facilities had it elected to participate in the original Development Facilities under Article 12.1 or 12.2, and (iv) assume its share of the risks and liabilities associated with the construction and ownership of the original Development Facilities as of the date of commencement of the operations to construct the original

Development Facilities. The Participating Parties in the original Development Facilities and the Separately Disposing Party, which becomes a Participating Party in the original Development Facilities under Article 12.4(i), shall own the expanded or modified Development Facilities based on their Participating Interest share in the original Development Facilities, and the Participating Parties in the original Development Facilities shall assume their Participating Interest share of the risks and liabilities associated with the ownership of the expanded or modified Development Facilities thirty (30) days after that the expanded or modified Development Facilities have been utilized.

12.5 Expansion or Modification of a Platform and/or Development Facilities

After installation of a Platform and/or Development Facilities, any Participating Party in that Platform and/or Development Facilities may propose the expansion or modification of that Platform and/or Development Facilities by written notice (along with its associated AFE) to the other Participating Parties in that Platform and/or Development Facilities. That proposal requires approval by one (1) or more of the Participating Parties in the Platform and/or Development Facilities with more than fifty percent (50%) of the Participating Interest in the Platform and/or Development Facilities. If approved, that proposal will be binding on all Participating Parties in that Platform and/or Development Facilities, and Operator shall commence that expansion or modification at the sole cost and risk of all the Participating Parties in that Platform and/or Development Facilities unless otherwise agreed.

12.6 Offsite Host Facilities

If one (1) or more Parties with more than fifty percent (50%) of the Participating Interest in Hydrocarbon production agree that Hydrocarbon production can most effectively be processed and handled by an Offsite Host Facilities, Operator, on behalf of the Participating Parties, shall use reasonable efforts to secure a formal "Facilities Use and Production Handling Agreement" from the owners of the Offsite Host Facilities. If Operator does secure access to Offsite Host Facilities in a Facilities Use and Production Handling Agreement, each Participating Party shall have the right, but not the obligation, to utilize its Participating Interest share of the capacity so secured. This Article 12.6 shall not constitute a limit on a Party's right to install its own Take-in-Kind Facilities under Article 22 (Disposition of Production).

**ARTICLE 13
NON-CONSENT OPERATIONS**

13.1 Non-consent Operations

Operator shall conduct Non-consent Operations at the sole cost and risk of the Participating Parties in accordance with the following provisions:

13.1.1 Non-interference

Non-consent Operations shall not interfere unreasonably with operations approved by all the Parties.

13.1.2 Multiple Completion Limitation

Subject to Article 10.9, a Non-consent Operation shall not be conducted in a well having multiple Completions unless (a) each Completion is owned by the same Parties in the same proportions; (b) the well is incapable of producing from any Completion; or (c) all Participating Parties in the well consent to the operation.

13.1.3 Metering

In Non-consent Operations, Hydrocarbon production shall be determined on the basis of appropriate well tests, unless separate metering devices are required by a governmental authority having jurisdiction.

13.1.4 Non-consent Well

Operations on a Non-consent Well shall not be conducted in a Producing Reservoir without approval of all Parties unless (a) the Producing Reservoir is designated in the notice as a Completion objective; (b) Completion of the well in the Producing Reservoir will not increase the rates of Hydrocarbon production that are prescribed and approved for the Producing Reservoir by the governmental authority having jurisdiction; and (c) the horizontal distance between the vertical projections of the midpoint of the Producing Reservoir in the well and an existing well currently completed in and producing from the same Producing Reservoir will be at least one thousand (1,000) feet for an oil-well Completion or two thousand (2,000) feet for a gas-well Completion.

13.1.5 Cost Information

Operator shall, within one hundred twenty (120) days after completion of a Non-consent Operation, furnish the Parties either (a) an inventory and an itemized statement of the cost of the Non-consent Operation and equipment pertaining thereto, or (b) a detailed statement of the monthly billings. Each quarter thereafter, while the Participating Parties are being reimbursed under Article 13.2.1 (Production Reversion Recoupment), Operator shall furnish the Non-participating Parties a quarterly statement detailing all costs and liabilities incurred in the Non-consent Operation, together with a statement of the quantities of Hydrocarbons produced from it and the amount of the proceeds from the sale of the Non-participating Parties' relinquished Hydrocarbon production from the Non-consent Operation for the preceding quarter. Operator shall prepare the monthly statement of the quantities of Hydrocarbons produced and the amounts of the proceeds

from the sale of Non-participating Parties' relinquished Hydrocarbon production based on the proceeds received for Operator's share of Hydrocarbon production. When Operator's payout calculation indicates that payout has occurred, Operator shall promptly notify all Parties. The Participating Parties that assumed a portion of the Non-participating Parties' relinquished interest shall then provide Operator all information pertaining to the cumulative proceeds received from the sale of the Non-participating Parties' relinquished Hydrocarbon production. Operator shall revise the payout date using the actual proceeds from the sale of the Non-participating Parties' relinquished Hydrocarbon production and administer any subsequent adjustments between the Parties.

13.1.6 Completions

For determinations under Article 13.1 (Non-consent Operations), each Non-consent Operation in a single wellbore shall be accounted for separately.

13.2 Relinquishment of Interest

On commencement of Non-consent Operations, other than Non-consent Operations governed by Article 10.5 (Operations by Fewer Than All Parties) or Article 13.7 (Operations Utilizing a Non-consent Platform and/or Development Facilities), each Non-participating Party's interest and leasehold operating rights in the Non-consent Operation and title to Hydrocarbon production resulting therefrom; and if Article 13.8 (Discovery or Extension from Non-consent Drilling) is effective, one-half (1/2) of each Non-participating Party's interest and leasehold operating rights and title to Hydrocarbon production from wells mentioned in Article 13.8 (Discovery or Extension from Non-consent Drilling), shall be owned by and vested in each Participating Party in proportion to its Participating Interest, or in the proportions otherwise agreed by the Participating Parties, for as long as the Non-Consent Operation is being conducted or Hydrocarbon production is obtained therefrom, subject to the following:

13.2.1 Production Reversion Recoupment

When the Participating Parties have recouped out of Hydrocarbon production from the Non-consent Operations attributable to the Non-participating Party's interest an amount, which when added to amounts received under Article 13.3 (Deepening or Sidetracking of Non-consent Well), equals the sum of the following:

- (a) Eight hundred percent (800%) of the Non-participating Party's share of the costs of the following Non-consent Exploratory Operations, or six hundred percent (600%) of the Non-participating Party's share of the costs of the following Non-consent Development Operations: drilling, testing, Completing, Recompleting, Deepening, Sidetracking, Reworking, plugging back, and temporarily abandoning a well, reduced by the Non-participating Party's Share of a cash contribution received under Article 21.2 (Cash Contributions);

- (b) If applicable, three hundred percent (300%) of Non-participating Party's Share of the cost of Platforms and/or Development Facilities approved under Article 12.1 (Proposal) or Article 12.2 (Counterproposals); such recoupment is limited to the Non-participating Party's Share of the Hydrocarbon production that utilize such Platform and/or Development Facilities;
- (c) Two hundred percent (200%) of the Non-participating Party's Share of the cost charged in accordance with Article 13.9 (Allocation of Platform / Development Facilities Costs to Non-consent Operations) of using an existing Platform / Development Facilities; and
- (d) the Non-participating Party's Share of the costs of operation, maintenance, treating, processing, gathering, and transportation, including but not limited to an Offsite Host Facilities' handling fees, as well as lessor's royalties and severance, Hydrocarbon production, and excise taxes,

the relinquished interests of the Non-participating Party shall automatically revert to the Non-participating Party as of 7:00 a.m. of the day after the recoupment occurs. Thereafter, the Non-participating Party shall own the same interest in the Non-consent Well, equipment pertaining thereto, including but not limited to any Platform or Development Facilities, and the Hydrocarbon production therefrom as the Non-participating Party would have owned or been entitled to if it had participated in the Non-consent Operation. On reversion, the Non-participating Party shall become a Participating Party and, as such, shall become liable for its proportionate share of the further costs of the operation as set forth in this Agreement and Exhibit "C".

13.2.2 Non-production Reversion

If the Non-consent Operation fails to obtain Hydrocarbon production or if the operation results in Hydrocarbon production that ceases before complete recoupment by the Participating Parties under Article 13.2.1 (Production Reversion Recoupment), such leasehold operating rights shall revert to each Non-participating Party, except that all Non-consent Wells, Platforms, and Development Facilities shall remain vested in the Participating Parties (but the salvage value in excess of the sum remaining under Article 13.2.1 shall be credited to all Parties).

13.3 Deepening or Sidetracking of Non-consent Well

If a Participating Party proposes to Deepen or Sidetrack a Non-consent Well, a Non-participating Party may then elect to participate in the Deepening or Sidetracking operation by notifying Operator within thirty (30) days, or within forty-eight (48) hours, including Saturdays, Sundays, and federal holidays, if a rig is on location and standby charges are being incurred, after receiving notice of the proposal. A Non-participating Party that elects to participate in Deepening or

Sidetracking the well, as proposed, shall immediately pay the Participating Parties, in accordance with Article 13.4 (Deepening or Sidetracking Cost Adjustments), its Working Interest share of actual well costs (excluding logging, coring, testing, and Completion costs other than the cost of setting any casing or Completion Equipment that is used in the Deepening or Sidetracking), less all amounts recovered by the Participating Parties from the proceeds of Hydrocarbon production from the well, as if the Non-participating Party had originally participated to the initial objective depth or formation, in the case of a Deepening operation, or the depth at which the Sidetracking operation is initiated. Thereafter, the Non-participating Party shall be deemed to be a Participating Party for the Deepening or Sidetracking operations, and Article 13.2.1(a) shall not apply to that Party for the Deepened or Sidetracked portion of the well. The initial Participating Parties, however, shall continue to recoup out of the proceeds of Hydrocarbon production from the non-consent portion of the well any balance for the Non-consent Well remaining to be recovered under Article 13.2.1 (Production Reversion Recoupment), less the amounts paid by the Non-participating Party under this Article 13.3.

13.4 Deepening or Sidetracking Cost Adjustments

If a proposal is made to Deepen or Sidetrack a Non-consent Well, a well cost adjustment will be performed as follows:

- (a) Intangible drilling will be valued at the actual cost incurred by the Participating Parties.
- (b) Tangible materials will be valued in accordance with the provisions of Exhibit "C".
- (c) For Sidetracking operations, the values determined in Articles 13.4(a) and 13.4(b) shall be reduced by the amount allocated to that portion of the well from the surface to one hundred feet (100') below the point at which the Sidetracking was initiated. Such allocations shall be consistent with the guidelines recommended by the applicable Council of Petroleum Accountants Societies ("COPAS") Guideline, as amended from time to time.
- (d) Amortization/depreciation shall be applied to both intangible and tangible values at the rate of ten percent (10%) per annum from the date the well commenced Hydrocarbon production to the date operations commence to Deepen or Sidetrack the well, provided, however, that the value of tangible materials after applying depreciation shall never be less than fifty percent (50%) of the value determined in Article 13.4(b).

13.5 Subsequent Operations in Non-consent Well

Except as provided in Article 13.3 (Deepening or Sidetracking of Non-consent Well), an election not to participate in the drilling, Sidetracking, or Deepening of a well shall be deemed to be an election not to participate in any subsequent operations in the well before full recovery by the Participating Parties of the Non-participating Party's recoupment amount.

13.6 Operations in a Production Interval

A Participating Party in a Production Interval may propose Rework or Sidetrack operations within that Production Interval, or to permanently plug and abandon that Production Interval in a well; however, no Production Interval in a well shall be abandoned without the unanimous approval of the Participating Parties in the Production Interval. If a proposal, estimated to exceed the amount specified in Article 8.2 (Authorization), is made to Rework or Sidetrack a Production Interval and the Participating Parties elect to participate in the proposed operation, Operator shall conduct the operation at their sole cost and risk. If fewer than all but one (1) or more Parties having a combined Participating Interest of fifty percent (50%) or more elect to participate in the proposed operation, Operator shall conduct the Reworking or Sidetracking operation at the cost and risk of the Participating Parties owning an interest in the Production Interval. A proposal to Rework an interval, other than a Production Interval, shall be made and approved in accordance with Article 11.5 (Operations by Fewer Than All Parties).

13.7 Operations Utilizing a Non-consent Platform and/or Development Facilities

Except as otherwise provided in Article 12.4 (Rights to Take in Kind) and this Article 13.7, if applicable, a Party that did not originally participate in a Platform and/or Development Facilities shall be a Non-participating Party for all operations utilizing the Platform and/or Development Facilities and shall be subject to Article 13.2 (Relinquishment of Interest). Notice, in accordance with Article 9 (Notices), shall be given to the Non-participating Party for all wells proposed to be drilled from or tied back to the Non-consent Platform and/or handled by non-consent Development Facilities. If a Non-participating Party in a Non-consent Platform and/or Development Facilities desires to participate in the drilling of any such well proposed by the Participating Parties in the Platform and/or Development Facilities, the Non-participating Party desiring to join in the proposed well shall first pay the Participating Parties in the Platform and/or Development Facilities its proportionate share of the cost of the Platform and/or Development Facilities, including but not limited to costs of material, fabrication, transportation, and installation plus any remaining amounts to be recouped under Article 13.2.1(b). The Non-participating Party shall remit payment to Operator and Operator shall (a) reimburse the Participating Parties in the Platform and/or Development Facilities in the same proportions they are sharing in the Platforms and/or Development Facilities recoupment account, and (b) credit the applicable payout account. On payment of that amount, the original Non-participating Party shall become an owner and a Participating Party in the Platform and/or Development Facilities in the same manner as if recoupment had occurred under Article 13.2.1 (Production Reversion Recoupment), and may participate in all future wells drilled from or tied back to the Platform. As to well operations conducted from the Platform and/or Development Facilities before payment under this Article 13.7, the original Non-participating Party shall remain a Non-participating Party in such Non-consent Operations until such time as the entire recoupment balance applicable to all such Non-consent Operations in the aggregate has occurred, as provided for in Articles 13.2.1(a) and

13.2.1(d).

13.8 Discovery or Extension from Non-consent Drilling

If a Non-consent Well (a) discovers a new Producing Reservoir or (b) extends an existing Producing Reservoir beyond its recognized boundaries, as unanimously agreed by the Participating Parties in all existing wells currently producing from the existing Producing Reservoir before commencement of drilling operations, the recoupment of costs for the well shall be governed by Article 13.2 (Relinquishment of Interest) and shall be recovered by the Participating Parties in one (1) of the following ways:

- (a) if the Non-consent Well is not completed and produced, recoupment shall be out of one-half (1/2) of each Non-participating Party's interest in Hydrocarbon production from all subsequently drilled and completed wells on the Lease that are completed in the Producing Reservoir discovered, or in that portion extended, by the Non-consent Well and in which the Non-participating Party has a Participating Interest; or
- (b) if the Non-consent Well is completed and produced, recoupment shall be out of the Non-participating Party's Share of all Hydrocarbon production from the Non-consent Well and one-half (1/2) of the Non-participating Party's interest in Hydrocarbon production from all subsequently drilled and completed wells on the Lease that are completed in the Producing Reservoir discovered, or in that portion extended, by the Non-consent Well and in which the Non-participating Party has a Participating Interest.

13.9 Allocation of Platform / Development Facilities Costs to Non-consent Operations

Non-consent Operations shall be subject to further conditions as follows:

13.9.1 Charges

If a well is drilled or produced from a Platform and/or is produced through Development Facilities whose Participating Parties are different from the Participating Parties in that well or if the Participating Parties' Participating Interest shares in that Platform and/or Development Facilities are different from their Participating Interest shares in that well, the rights of the Participating Parties in that well and the costs to use the Platform and/or Development Facilities for that well shall be determined as follows:

- (a) The Participating Parties in that well shall pay to Operator a one-time slot usage fee for the use of a slot on the Platform equal to two percent (2%) of the cost of the Platform. Within fifteen (15) days of its receipt of that fee, Operator shall distribute to the Participating Parties in the Platform their Participating Interest share of that payment. For purposes of calculating the slot usage fee, the total cost of the Platform shall be reduced by one-half percent (0.5%) per month, commencing on the date the Platform was installed and continuing every month thereafter until the month actual drilling operations on that well is commenced; however, the total cost of the Platform shall not be reduced by more than fifty

percent (50%) of the total Platform's costs. The cost of additions to the Platform shall be reduced in the same manner commencing the first month after the addition is installed. If that well is abandoned having never produced Hydrocarbons, the right of the Participating Parties in that well to use the Platform slot through which the well was drilled shall terminate unless those Parties commence drilling a substitute well for the abandoned well through the same slot within ninety (90) days of the abandonment. If that substitute well is abandoned having never produced Hydrocarbons, the right of the Participating Parties in that well to use the Platform slot through which the well was drilled shall terminate. The slot usage fee shall not apply to a slot deemed to be "surplus". A slot may be deemed surplus only by the unanimous agreement of the Participating Parties in the Platform.

- (b) The Participating Parties in that well shall pay to the owners of the Development Facilities a lump sum equal to that portion of the total cost of those Development Facilities that the throughput volume of the Non-consent Operation bears to the current total design throughput volume of the Development Facilities. Throughput volume shall be estimated by Operator in barrels produced per day (with 1 barrel of oil equaling 5.8 mcf of gas), using an average daily volume of the first three (3) months of Hydrocarbon production from the Non-consent Operation. For purposes of calculating the Development Facilities lump sum payment, the total cost of the Development Facilities shall be reduced by one-half percent (0.5%) per month, commencing from the date when the Development Facilities were installed and continuing every month thereafter until the first month during which Hydrocarbon production from the Non-consent Operation commences, but the total cost of the Development Facilities shall not be reduced more than fifty percent (50%) of the total Development Facilities' cost. If a modification, expansion, or addition to the Development Facilities is made after commencing first Hydrocarbon production and before connection of the Non-consent Operation to the Development Facilities, the Development Facilities lump sum payment shall be reduced in the same manner described above, from the month in which the Development Facilities modification, expansion, or addition is completed until the first month during which Hydrocarbon production from the Non-consent Operation is commenced.

Payment of sums under this Article 13.9.1 is not a purchase of an additional interest in the Platform or the Development Facilities. Such payment shall be included in the total amount that the Participating Parties are entitled to recoup out of Hydrocarbon production from the Non-consent Well.

13.9.2 Operating and Maintenance Charges

The Participating Parties shall pay all costs necessary to connect a Non-consent Well to the Platform and/or Development Facilities and that proportionate part of the costs of operating and maintaining the Platform and/or Development Facilities applicable to the Non-consent Well. Platform operating and maintenance costs that are costs not directly attributable to a wellbore shall be allocated equally to all actively producing Completions. Operating and maintenance costs for the Development Facilities shall be allocated on a volume throughput basis, that is, in the proportion that the volume throughput of the well bears to the total volume throughput of all wells connected to the Development Facilities. Volume throughput, as used in this Article 13.9.2, shall be determined by considering all Hydrocarbons and water volumes.

13.10 Allocation of Costs Between Zones

Except as provided in Article 10.9 (Wells Proposed Below Deepest Producing Reservoir), if for any reason the Participating Interests of the Parties in a well are not the same for the entire depth or the Completion thereof, the costs of drilling, Completing, and equipping the well shall be allocated in an equitable manner, as agreed by the Parties, based on the value and allocation recommended in the applicable COPAS Guideline, as amended from time to time.

13.11 Lease Maintenance Operations

An operation proposed within the last one (1) year of the primary term or, subsequent thereto, an operation proposed to perpetuate the Lease or portion thereof at its expiration date or otherwise, including but not limited to well operations, regulatory relief (for example, course of action necessary to satisfy the statutory or regulatory requirements of the governmental authority having jurisdiction), and other Lease operations, shall be deemed to be a "Lease Maintenance Operation." To invoke this Article 13.11, a notice or an AFE that proposes an operation must state that the proposed operation is a Lease Maintenance Operation.

13.11.1 Participation in Lease Maintenance Operations

A Party may propose a Lease Maintenance Operation by giving notice to the other Parties. If fewer than all Parties elect to participate in the proposed Lease Maintenance Operation, the proposing Party shall notify the Parties of the elections made. Each Party electing not to participate shall then have a second opportunity to participate in the proposed operation by notifying the other Parties of its election within forty-eight (48) hours after receipt of the notice. A Lease Maintenance Operation shall not require minimum approval, either of the number of Parties or the percentage of the voting interests of the Parties otherwise required in Article 6.1.2 (Vote Required). For a Lease Maintenance Operation to be conducted, the Participating Parties must agree to pay and bear one hundred percent (100%) of the costs and risks of the operation. If more than one (1) Lease Maintenance Operation is proposed, the operation with the greatest

percentage approval shall be conducted. Notwithstanding the recoupment provisions of this Agreement, a Party electing not to participate in a well operation proposed as a Lease Maintenance Operation shall promptly assign, effective as of the date the operation commences, to the Participating Parties all its right, title, and interest in and to that portion of the Lease that would otherwise expire and the property and equipment attributable thereto, in accordance with Article 26 (Successors, Assigns). In the event of such assignment, the assigning Party shall retain all obligations and liabilities incurred before the effective date of such assignment, and the Participating Parties that are assigned such interest may require the assigning Party to provide reasonable financial assurances including but not limited to posting a performance bond (in an amount, form and with a surety acceptable to the Participating Parties) for the retained liabilities for such assigned interest. If more than one (1) Lease Maintenance Operation is proposed and there is a tie between two (2) proposed operations, both operations shall be conducted and the costs and risks of conducting both operations shall be paid and borne by the Participating Parties. If the drilling of a well is undertaken as a Lease Maintenance Operation, further operations conducted by the Participating Parties in the well shall be governed by Article 10.9 (Course of Action After Reaching Objective Depth) or Article 11.9 (Course of Action After Reaching Objective Depth), whichever applies. If more than one (1) well operation is conducted, any of which would perpetuate the Lease or such portion thereof, an assignment shall not be required from a Party participating in any such well operation.

13.11.2 Accounting for Non-participation

If, after one (1) year from completion of a well operation conducted as a Lease Maintenance Operation, the Lease or portion thereof is being perpetuated by a Lease Maintenance Operation, as provided in Article 13.11.1 (Participation in Lease Maintenance Operations), Operator shall render a final statement, if applicable, to the assigning Party for its share of all expenses attributed to the assigned interest before the effective date of the assignment, plus any credit or deficiency in salvage value calculated under Article 15.3.1 (Prior Expenses). The assigning Party shall settle any deficiency owed the non-assigning Parties within thirty (30) days after receipt of Operator's statement.

13.12 Retention of Lease by Non-consent Well

If, at the expiration of the primary term of the Lease, one (1) or more Non-consent Wells, except wells drilled under Article 10.5.1 (First Exploratory Well) provision of Article 10.5 (Operations by Fewer Than All Parties), if selected, are the only wells perpetuating the Lease, Operator shall give written notice to each Non-participating Party that the Non-consent Wells are serving to perpetuate the Lease. Each Non-participating Party shall, within thirty (30) days after receipt of

Operator's written notice, elect one (1) of the following:

- (a) to assign its entire interest in the Lease to the Participating Parties in the proportions in which the Non-consent Wells are owned subject to the assignor's retained obligations under Article 15.3.1 (Prior Expenses); or
- (b) to pay the Participating Parties, within sixty (60) days after its election, the lesser of its proportionate share of the actual well costs of the wells, as if the Non-participating Party had originally participated, or the balance of the recoupment account. The payment shall be made to Operator and credited to the account of each Participating Party. The Non-participating Party shall remain as a Non-participating Party until full recoupment is obtained, but the payment shall be credited against the total amount to be recouped by the Participating Parties.

A Non-participating Party that fails to make the required election shall be deemed to have elected under Article 13.12(a) to relinquish its entire interest in the Lease. If a Non-participating Party elects to make payment under Article 13.12(b) but fails to make the required payment within sixty (60) days after its election, the Non-participating Party shall either remain liable for the obligation to pay or, by unanimous vote of the Participating Parties, be deemed to have elected under Article 13.12(a) to relinquish its entire interest in the Lease. Each relinquishing Non-participating Party shall promptly execute and deliver an assignment of its interest to the Participating Parties, in accordance with Article 26 (Successors and Assigns) subject to the assignor's retained obligations under Article 15.3.1 (Prior Expenses).

13.13 Non-Consent Premiums

A non-consent premium paid by a Non-Participating Party to the Participating Parties shall be allocated to the Participating Parties based on their original Participating Interest share in the Non-consent Operation that generated the non-consent premium.

ARTICLE 14 ABANDONMENT, SALVAGE, AND SURPLUS

14.1 Platform Salvage and Removal Costs

When the Parties owning wells, Platforms, and/or Development Facilities unanimously agree to dispose of the wells, Platforms, and/or Development Facilities, it shall be disposed of by Operator in the time and manner approved by the Parties. The costs, risks, and net proceeds, if any, for the disposal shall be shared by the Parties in proportion to their Participating Interests therein.

14.2 Abandonment of Platforms, Development Facilities, or Wells

Except as provided in Article 10 (Exploratory Operations) and Article 11 (Development Operations), a Participating Party may propose the abandonment of a Platform and Development Facilities or wells by notifying the other Participating Parties. No Platform and Development

Facilities or wellbore shall be abandoned without the unanimous approval of the Participating Parties. If the Participating Parties do not approve abandoning the Platform and Development Facilities or wells, Operator shall prepare a statement of the abandoning Party's share of estimated abandonment costs, less its share of estimated salvage value, as determined by Operator pursuant to Exhibit "C". The Party desiring to abandon it shall pay Operator, on behalf of the Participating Parties for that Party's share of the estimated abandonment costs, less its share of estimated salvage value, within thirty (30) days after receipt of Operator's statement. If the Party that shall serve as Operator after a Party abandons its interest does not qualify by BOEMRE as exempt from supplemental bonding requirements, then the Party desiring to abandon its interest may place its share of the estimated abandonment costs, less its estimated salvage value, in escrow, with such escrowed funds made available to Operator upon abandoning Party's receipt of all necessary end of operations reports and site clearance and restoration report. If an abandoning Party's respective share of the estimated salvage value is greater than its share of the estimated costs, Operator, on behalf of the Participating Parties, shall pay a sum equal to the deficiency to the abandoning Party within thirty (30) days after the abandoning Party's receipt of Operator's statement.

14.3 Assignment of Interest

Each Participating Party desiring to abandon a Platform and Development Facilities or wells under Article 14.2 (Abandonment of Platforms, Development Facilities, or Wells) shall assign, effective as of the last applicable election date, to the non-abandoning Parties, in proportion to their Participating Interests, its interest in the Platform and Development Facilities or wells and the equipment therein and its ownership in the Hydrocarbon production from the wells. A Party so assigning shall be relieved from further liability for the Platform and Development Facilities or wells, except liability for payments under Article 14.2 (Abandonment of Platforms, Development Facilities, or Wells).

14.4 Abandonment Operations Required by Governmental Authority

A well abandonment or Platform and Development Facilities removal required by a governmental authority having jurisdiction shall be accomplished by Operator with the costs, risks, and net proceeds, if any, to be shared by the Parties owning the well or Platform and Development Facilities in proportion to their Participating Interests therein. No approval by the Parties will be necessary for Operator to proceed with the government-required well abandonment, or Platform and Development Facilities removal. Operator shall provide the Parties with an informational AFE before commencing such an abandonment or removal.

14.5 Disposal of Surplus Material

Material and equipment acquired hereunder may be classified as surplus by Operator when deemed no longer needed in present or foreseeable operations. Operator shall determine the value and cost of disposing of the materials in accordance with Exhibit "C". If the material is

classified as junk or if the value, less cost of disposal, is less than or equal to Fifty Thousand Dollars (\$50,000), Operator shall dispose of the surplus materials in any manner it deems appropriate. If the value, less the cost of disposal of the surplus material, is greater than Fifty Thousand Dollars (\$50,000), Operator shall give written notice thereof to the Parties owning the material. Unless purchased by Operator, the surplus material shall be disposed of in accordance with the method of disposal approved by the Parties owning the material. Proceeds from the sale or transfer of surplus material shall be promptly credited to each Party in proportion to its ownership of the material at the time of retirement or disposition.

ARTICLE 15 WITHDRAWAL

15.1 Right to Withdraw

Subject to this Article 15.1, any Party may withdraw from this Agreement as to the Lease (the "Withdrawing Party") by giving prior written notice to all other Parties stating its decision to withdraw ("the withdrawal notice"). The withdrawal notice shall specify an effective date of withdrawal that is at least sixty (60) days, but not more than ninety (90) days, after the date of the withdrawal notice. Within thirty (30) days of receipt of the withdrawal notice, the other Parties may join in the withdrawal by giving written notice of that fact to Operator ("written notice to join in the withdrawal") and on giving written notice to join in the withdrawal are "Other Withdrawing Parties". The withdrawal notice and the written notice to join in the withdrawal are unconditional and irrevocable offers by the Withdrawing Party and the Other Withdrawing Parties to convey to the Parties that do not join in the withdrawal ("the Remaining Parties") the Withdrawing Party's and the Other Withdrawing Parties' entire Working Interest in the Lease, Hydrocarbon production, and other property and equipment owned under this Agreement.

15.2 Response to Withdrawal Notice

Failure to respond to a withdrawal notice is deemed a decision not to join in the withdrawal.

15.2.1 Unanimous Withdrawal

If all the other Parties join in the withdrawal,

- (a) no assignment of Working Interests shall take place;
- (b) subject to Article 14.4, no further operations may be conducted under this Agreement unless agreed to by all Parties;
- (c) the Parties shall abandon all activities and operations within the Lease and relinquish all of their Working Interests to the BOEMRE within one hundred twenty (120) days of the conclusion of the thirty (30) day joining period; and
- (d) notwithstanding anything to the contrary in Article 14 (Abandonment, Salvage and Surplus), Operator shall:

- 1) furnish all Parties a detailed abandonment plan, if applicable, and a detailed cost estimate for the abandonment within one hundred eighty (180) days after the conclusion of the thirty (30) day joining period; and
- 2) cease operations and begin to permanently plug and abandon all wells and remove all Facilities in accordance with the abandonment plan.

15.2.2 No Additional Withdrawing Parties

If none of the other Parties join in the withdrawal, the Remaining Parties must accept an assignment of their Participating Interest share of the Withdrawing Party's Working Interest.

15.2.3 Acceptance of the Withdrawing Parties' Interests

If one (1) or more but not all of the other Parties join in the withdrawal and become Other Withdrawing Parties, within forty-eight (48) hours (excluding Saturdays, Sundays, and federal holidays) of the conclusion of the thirty (30) day joining period, each of the Remaining Parties shall submit to Operator a written rejection or acceptance of its Participating Interest share of the Withdrawing Party's and Other Withdrawing Parties' Working Interest. Failure to make that written rejection or acceptance shall be deemed a written acceptance. If the Remaining Parties are unable to select a successor Operator, if applicable, or if a Remaining Party submits a written rejection and the other Remaining Parties do not agree to accept one hundred percent (100%) of the Withdrawing Party's and Other Withdrawing Parties' Working Interest within fifteen (15) days of the conclusion of the forty-eight- (48-) hour period to submit a written rejection or acceptance, the Remaining Parties will be deemed to have joined in the withdrawal, and Article 15.2.1 (Unanimous Withdrawal) will apply.

15.2.4 Effects of Withdrawal

Except as otherwise provided in this Agreement, after giving a withdrawal notice or a written notice to join in the withdrawal, the Withdrawing Party and Other Withdrawing Parties are not entitled to approve or participate in any activity or operation in the Lease, other than those activities or operations for which they retain a financial responsibility. The Withdrawing Party and Other Withdrawing Parties shall take all necessary steps to accomplish their withdrawal by the effective date referred to in Article 15.1 (Right to Withdraw) and shall execute and deliver to the Remaining Parties all necessary instruments to assign their Working Interest to the Remaining Parties. A Withdrawing Party and Other Withdrawing Parties shall bear all expenses associated with their withdrawal and the transfer of their Working Interest.

15.3 Limitation on and Conditions of Withdrawal

15.3.1 Prior Expenses

The Withdrawing Party and Other Withdrawing Parties remain liable for their Participating

Interest share of the costs of all activities, operations, rentals, royalties, taxes, damages, Hydrocarbon imbalances, or other liability or expense accruing or relating to (i) obligations existing as of the effective date of the withdrawal, (ii) operations conducted before the effective date of the withdrawal, (iii) operations approved by the Withdrawing Party and Other Withdrawing Parties before the effective date of the withdrawal, or (iv) operations commenced by Operator under one (1) of its discretionary powers under this Agreement before the effective date of the withdrawal. Before the effective date of the withdrawal, Operator shall provide a statement to the Withdrawing Party and Other Withdrawing Parties for (1) their respective shares of all identifiable costs under this Article 15.3.1 and (2) their respective Participating Interest shares of the estimated current costs of plugging and abandoning all wells and removing all Platforms, Development Facilities, and other material and equipment owned by the Joint Account, less their respective Participating Interest Shares of the estimated salvage value of the assets at the time of abandonment, as approved by vote. This statement of expenses, costs, and salvage value shall be prepared by Operator under Exhibit "C". Before withdrawing, the Withdrawing Party and Other Withdrawing Parties shall pay Operator, for the benefit of the Remaining Parties, the amounts allocated to them as shown in the statement for all obligations and liabilities they have incurred and all obligations and liabilities attributable to them before the effective date of the withdrawal. All liens, charges, and other encumbrances, including but not limited to overriding royalties, net profits interest, and production payments, that the Withdrawing Party and Other Withdrawing Parties placed (or caused to be placed) on their Working Interest shall be fully satisfied or released before the effective date of its withdrawal (unless the Remaining Parties are willing to accept the Working Interest subject to those liens, charges, and other encumbrances).

15.3.2 Confidentiality

The Withdrawing Party and Other Withdrawing Parties will continue to be bound by the confidentiality provisions of Article 7.3 (Confidentiality) after the effective date of the withdrawal but will have no further access to technical information relating to activities or operations under this Agreement. The Withdrawing Party and Other Withdrawing Parties are not required to return to the Remaining Parties Confidential Data acquired before the effective date of the withdrawal.

15.3.3 Emergencies and Force Majeure

No Party may withdraw during a Force Majeure or emergency that poses a threat to life, safety, property, or the environment but may withdraw from this Agreement after termination of the Force Majeure or emergency. The Withdrawing Party and Other Withdrawing Parties remain liable for their share of all costs and liabilities arising from the

Force Majeure or emergency, including but not limited to the drilling of relief wells, containment and clean-up of oil spills and pollution, and all costs of debris removal made necessary by the Force Majeure or emergency.

ARTICLE 16

RENTALS, ROYALTIES, AND OTHER PAYMENTS

16.1 Overriding Royalty and Other Burdens

If the Working Interest or Participating Interest of a Party is subject to an overriding royalty, Hydrocarbon production payment, net profits interest, mortgage, lien, security interest, or other burden or encumbrance, other than lessor's royalty and other burdens listed in Exhibit "A", the Party so burdened shall pay and bear all liabilities and obligations created or secured by the burden or encumbrance and shall indemnify and hold the other Parties harmless from all claims and demands for payment asserted by the owners of the burdens or encumbrances. If a Party becomes entitled to an assignment under this Agreement, or as a result of Non-consent Operations hereunder becomes entitled to receive a relinquished interest, as provided in Article 13.2 (Relinquishment of Interest), otherwise belonging to a Non-participating Party whose Working Interest in the operations is so burdened or encumbered, the Party entitled to receive the assignment from the Non-participating Party or the relinquished interest of the Non-participating Party's Hydrocarbon production shall receive same free and clear of all such burdens and encumbrances, and the Non-participating Party whose interest is subject to the burdens and encumbrances shall hold the Participating Parties harmless for the burdens and encumbrances, and will bear same at its own expense.

16.2 Subsequently Created Interest

Notwithstanding anything in this Agreement to the contrary, if a Party, after execution of this Agreement, creates an overriding royalty, Hydrocarbon production payment, net profits interest, carried interest, or any other interest out of its Working Interest that the Parties do not unanimously agree to list on Exhibit "A" (hereinafter called "Subsequently Created Interest"), the Subsequently Created Interest shall be made specifically subject to this Agreement. If the Party owning the interest from which the Subsequently Created Interest was established fails to pay, when due, its share of costs, and if the proceeds from the sale of Hydrocarbon production under Articles 8.6 (Security Rights) are insufficient for that purpose, or elects to abandon a well, or elects to relinquish its interest in the Lease, the Subsequently Created Interest shall be chargeable with a pro rata portion of all costs in the same manner as if the Subsequently Created Interest were a Working Interest, and Operator may enforce against the Subsequently Created Interest the lien and other rights granted or recognized under this Agreement to secure and enforce collection of costs chargeable to the Subsequently Created Interest. The rights of the

owner of the Subsequently Created Interest shall be, and hereby are, subordinated to the rights granted or recognized by Article 8.6 (Security Rights).

16.3 Payment of Rentals and Minimum Royalties

Operator shall pay in a timely manner, for the joint account of the Parties, all rental, minimum royalties, and other similar payments accruing under the Lease and shall, on request, submit evidence of each such payment to the Parties. Operator shall not be held liable to the other Parties in damages for loss of the Lease or interest therein if, through mistake or oversight, a rental, minimum royalty, or other payment is not paid or is erroneously paid. The loss of a Lease or interest therein resulting from Operator's failure to pay, or erroneous payment of rental or minimum royalty shall be a joint loss, and there shall be no readjustment of interests. For Hydrocarbon production delivered in kind by Operator to a Non-operator or to another for the account of a Non-operator, the Non-operator shall provide Operator with information about the Non-operator's proceeds received or the value of the Hydrocarbon production taken in kind in order that Operator may make payments of minimum royalties due.

16.4 Non-participation in Payments

A Party that desires not to pay its share of a rental, minimum royalty, or similar payment shall notify the other Parties in writing at least sixty (60) days before the payment is due. Operator shall then make the payment for the benefit of the Parties that do desire to maintain the Lease. In such event, the Non-participating Party shall assign to the Participating Parties, on their request, the portions of its interest in the Lease maintained by the payment. The assigned interest shall be owned by each Participating Party in proportion to its Participating Interest. The assignment shall be made in accordance with Article 27 (Successors and Assigns) and shall be subject to the assignor's retained obligations under Article 15.3.1 (Prior Expenses).

16.5 Royalty Payments

Each Party shall be responsible for and shall separately bear and properly pay or cause to be paid all royalty and other amounts due on its share of Hydrocarbon production taken in accordance with state or federal regulations, as may be amended from time to time. Adjustments shall be made among the Parties in accordance with Exhibit "E" (Gas Balancing Agreement). During a period when Participating Parties in a Non-consent Operation are receiving a Non-participating Party's share of Hydrocarbon production, the Participating Parties shall bear and properly pay, or cause to be paid, the Lease royalty on the Hydrocarbon production taken, and shall hold the Non-participating Parties harmless from liability for the payment.

ARTICLE 17 TAXES

17.1 Property Taxes

Operator shall render property covered by this Agreement for ad valorem taxation, if applicable, and shall pay the property taxes for the benefit of each Party. Operator shall charge each Party its share of the tax payments. If the ad valorem taxes are based in whole or in part on separate valuations of each Party's Working Interest, notwithstanding anything in this Agreement to the contrary, each Party's share of property taxes shall be in proportion to the tax value generated by that Party's Working Interest.

17.2 Contest of Property Tax Valuation

Operator shall timely and diligently protest to a final determination each tax valuation it deems unreasonable. Pending such determination, Operator may elect to pay under protest. On final determination, Operator shall pay the taxes and the interest, penalties, and costs accrued as a result of the protest. In either event, Operator shall charge each Party its share of any amounts due, and each Party shall be responsible for reimbursing Operator for any such amounts paid.

17.3 Production and Severance Taxes

Each Party shall pay, or cause to be paid, all production and severance taxes due on Hydrocarbon production that it receives under this Agreement.

17.4 Other Taxes and Assessments

Operator shall pay other applicable taxes (other than income taxes, excise taxes, or other similar types of taxes) or assessments and charge each Party its share.

ARTICLE 18 INSURANCE

18.1 Insurance

Operator shall provide and maintain the insurance prescribed in Exhibit "B" and charge those costs to the Joint Account. No other insurance shall be carried for the benefit of the Parties under this Agreement, except as provided in Exhibit "B".

18.2 Bonds

Operator shall obtain and maintain all bonds or financial guarantees required by an applicable law, regulation, or rule. The costs of those bonds or financial guarantees acquired exclusively for the conduct of activities and operations under this Agreement shall be charged to the Joint Account, including an amount equivalent to the reasonable cost of that bond or financial guarantee if Operator provides that bond or guarantee itself and does not engage a third party to do so. Operator shall require all contractors to obtain and maintain all bonds required by an applicable law, regulation, or rule.

ARTICLE 19 LIABILITY, CLAIMS, AND LAWSUITS

19.1 Individual Obligations

The obligations, duties, and liabilities of the Parties under this Agreement are several, not joint or collective. Nothing in this Agreement shall ever be construed as creating a partnership of any kind, joint venture, agency relationship, association, or other character of business entity recognizable in law for any purpose. In their relations with each other under this Agreement, the Parties shall not be considered to be fiduciaries or to have established a confidential relationship, except as specifically provided in Article 7.3 (Confidentiality) and Article 7.4 (Limited Disclosure), but rather shall be free to act at arm's length in accordance with their own respective self-interests. Each Party shall hold all other Parties harmless from liens and encumbrances on the Lease arising as a result of its acts.

19.2 Notice of Claim or Lawsuit

If, on account of a matter involving activities or operations under this Agreement, or affecting the Lease, a claim is made against a Party, or if a party outside this Agreement files a lawsuit against a Party, or if a Party files a lawsuit, or if a Party receives notice of a material administrative or judicial hearing or other proceeding, that Party shall give written notice of the claim, lawsuit, hearing, or proceeding ("Claim") to the other Parties as soon as reasonably practical.

19.3 Settlements

Operator may settle a Claim, or multiple Claims arising out of the same incident, involving activities or operations under this Agreement or affecting the Lease, if the aggregate expenditure does not exceed five hundred thousand dollars (\$500,000.00) and if the payment is in complete, or substantially complete, settlement of these Claims. If the amount required for settlement exceeds this amount, the Parties shall determine the further handling of the Claims under Article 19.4 (Defense of Claims and Lawsuits).

19.4 Defense of Claims and Lawsuits

Operator shall supervise the handling, conduct, and prosecution of all Claims involving activities or operations under this Agreement or affecting the Lease. Claims may be settled in excess of the amount specified in Article 19.3 (Settlements) if the settlement is approved by vote in accordance with Article 6.1.2 of the Participating Parties in the activity or operation out of which the Claim arose, but a Party may independently settle a Claim or the portion of a Claim that is attributable to its Participating Interest share alone as long as that settlement does not directly adversely affect the interest or rights of the other Participating Parties. Legal expenses shall be handled in accordance with Exhibit "C".

19.5 Liability for Damages

UNLESS SPECIFICALLY PROVIDED OTHERWISE IN THIS AGREEMENT, LIABILITY FOR LOSSES, DAMAGES, COSTS, EXPENSES OR CLAIMS INVOLVING ACTIVITIES OR

OPERATIONS UNDER THIS AGREEMENT OR AFFECTING THE LEASE THAT ARE NOT COVERED BY OR IN EXCESS OF THE INSURANCE CARRIED FOR THE JOINT ACCOUNT SHALL BE BORNE BY EACH PARTY IN PROPORTION TO ITS PARTICIPATING INTEREST SHARE IN THE ACTIVITY OR OPERATION OUT OF WHICH THAT LIABILITY ARISES, EXCEPT TO THE EXTENT THAT LIABILITY RESULTS FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, IN WHICH CASE THAT PARTY SHALL BE SOLELY RESPONSIBLE FOR LIABILITY RESULTING FROM ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

19.6 Indemnification for Non-consent Operations

TO THE EXTENT ALLOWED BY LAW, THE PARTICIPATING PARTIES WILL HOLD THE NON-PARTICIPATING PARTIES (AND THEIR AFFILIATES, AGENTS, INSURERS, DIRECTORS, OFFICERS, AND EMPLOYEES) HARMLESS AND RELEASE, DEFEND, AND INDEMNIFY THEM AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, REGULATORY DECREES, AND LIENS FOR ENVIRONMENTAL POLLUTION AND PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING SICKNESS AND DEATH, CAUSED BY OR OTHERWISE ARISING OUT OF NON-CONSENT OPERATIONS, AND ANY LOSS AND COST SUFFERED BY A NON-PARTICIPATING PARTY AS AN INCIDENT THEREOF, EXCEPT WHERE THAT LOSS OR COST RESULTS FROM THE SOLE, CONCURRENT, OR JOINT NEGLIGENCE, FAULT, OR STRICT LIABILITY OR WILLFUL MISCONDUCT OF THAT NON-PARTICIPATING PARTY, IN WHICH CASE EACH PARTY SHALL PAY OR CONTRIBUTE TO THE SETTLEMENT OR SATISFACTION OF JUDGMENT IN THE PROPORTION THAT ITS NEGLIGENCE, FAULT, OR STRICT LIABILITY OR WILLFUL MISCONDUCT CAUSED OR CONTRIBUTED TO THE INCIDENT. IF AN INDEMNITY IN THIS AGREEMENT IS DETERMINED TO VIOLATE LAW OR PUBLIC POLICY, THAT INDEMNITY SHALL THEN BE ENFORCEABLE ONLY TO THE MAXIMUM EXTENT ALLOWED BY LAW.

19.7 Damage to Reservoir, Loss of Reserves and Profit

NOTWITHSTANDING ANY CONTRARY PROVISION OF THIS AGREEMENT, NO PARTY IS LIABLE TO ANY OTHER PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION DAMAGE TO A RESERVOIR, LOSS OF HYDROCARBONS, LOSS OF PROFITS, OR BUSINESS INTERRUPTIONS, HOWSOEVER THE SAME MAY BE CAUSED.

19.8 Non-essential Personnel

A NON-OPERATOR THAT REQUESTS TRANSPORTATION OR ACCESS TO A DRILLING RIG, PLATFORM, VESSEL, OR OTHER FACILITY USED FOR ACTIVITIES OR OPERATIONS UNDER THIS AGREEMENT SHALL HOLD THE OTHER PARTIES HARMLESS AND SHALL RELEASE, DEFEND, AND INDEMNIFY THEM AGAINST (I) ALL CLAIMS, DEMANDS, AND

LIABILITIES FOR PROPERTY DAMAGE AND (II) ALL CLAIMS, DEMANDS, AND LIABILITIES FOR ANY LOSS OR COST SUFFERED BY A PARTY AS AN INCIDENT THEREOF, INCLUDING BUT NOT LIMITED TO INJURY, SICKNESS, AND DEATH, CAUSED BY OR OTHERWISE ARISING OUT OF THAT TRANSPORTATION OR ACCESS, OR BOTH, EXCEPT TO THE EXTENT THAT LOSS OR COST RESULTS FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY SO INDEMNIFIED AND PROTECTED.

ARTICLE 20 INTERNAL REVENUE PROVISION

20.1 Internal Revenue Provision

Notwithstanding any provision in this Agreement to the effect that the rights and liabilities of the Parties are several, not joint or collective, and that the Agreement and the activities and operations under this Agreement do not constitute a partnership under state law, each Party elects to be excluded from the application of all or any part of the provisions of Subchapter K, Chapter 1, Subtitle A, of the Internal Revenue Code of 1986, as amended, or similar provisions of applicable state laws regardless of whether for federal income tax purposes this Agreement and the activities and operations under this Agreement are regarded as a partnership.

ARTICLE 21 CONTRIBUTIONS

21.1 Notice of Contributions Other Than Advances for Sale of Production

Each Party shall promptly notify the other Parties of all offers of contributions that it may obtain, or contributions it is attempting to obtain, for the drilling of a well or the conducting of an operation on the Lease. Payments received as consideration for entering into a contract for the sale of Hydrocarbon production from the Lease, loans, and other financial arrangements shall not be considered contributions for the purpose of this Article 21. No Party shall release or obligate itself to release Confidential Data in return for a contribution from a third party without prior written consent of the Participating Parties or Parties having the right to participate in the well.

21.2 Cash Contributions

If a Party receives a cash contribution for drilling a well on the Lease or conducting an activity or operation on the Lease, the cash contribution shall be paid to Operator, and Operator shall credit the amount thereof to the Parties in proportion to their Participating Interests in the well or the Platform and/or Development Facilities. If the well is a Non-consent Well, the amount of the contribution shall be deducted from the cost specified in Article 13.2.1(a) before computation of the amount to be recouped out of Hydrocarbon production.

21.3 Acreage Contributions

If a Party receives an acreage contribution for the drilling of a well on the Lease, the acreage contribution shall be shared by each Participating Party that accepts it in proportion to its Participating Interest in the well. As between the Participating Parties, this Agreement shall apply separately to the acreage.

ARTICLE 22 DISPOSITION OF PRODUCTION

22.1 Take-in-Kind Facilities

Subject to Article 22.2, a Party may, at its sole cost and risk, construct Take-in-Kind Facilities to take its share of Hydrocarbon production in kind.

22.2 Duty to Take in Kind

Each Party shall own and, at its own cost and risk, shall take in kind or separately dispose of its share of the oil, gas, and condensate produced and saved from the Lease, excluding Hydrocarbon production used by Operator in activities or operations conducted under this Agreement, subject to this Article 22. In order to avoid interference with operations on or regarding the Platform, the Development Facilities, and the Lease, a Party exercising its right to construct Take-in Kind Facilities ("the Take in Kind Party") shall provide Operator with a list of equipment it deems necessary for its Take in Kind Facilities ("the components") along with its notice informing Operator of its election to take in kind. If Operator, in its sole discretion, agrees to install and operate the Take-in Kind Facilities, Operator shall purchase the components and install it on behalf of the Take in Kind Party at the Take in Kind Party's sole risk and cost, including but not limited to any fees, penalties or other costs incurred as a result of any cancellation of placed orders as may be requested by the Take in Kind Party. Operator shall provide the Take in Kind Party with monthly updates on the progress of the ordering and installation of the Take in Kind Facilities. Operator, based on the instructions of the Take in Kind Party, shall install and operate all the components. Operator shall not be responsible for any losses or damages to the components or the Take in Kind Party's Hydrocarbon production metered, treated, processed, or transported by the components unless such losses or damages are the result of Operator's gross negligence or willful misconduct. If Operator refuses or fails to install the Take-in Kind Facilities by one hundred twenty (120) days before the deadline provided in Section 12.4, the Take-in Kind Party shall have the right to install and operate the Take-in Kind Facilities providing that such operations do not interfere with existing operations or proposed operations that have been approved under terms of this Agreement.

22.3 Failure to Take Oil and Condensate in Kind

Notwithstanding Article 22.2 (Duty to Take in Kind), if a Party fails to take in kind or dispose of its share of the oil or condensate, Operator shall have the right, but not the obligation, subject to revocation at will by the Party owning the Hydrocarbon production, to purchase for its own account, sell to others, or otherwise dispose of all or part of the Hydrocarbon production at the same price at which Operator calculates and pays lessor's royalty on its own portion of the oil or condensate. Operator shall notify the non-taking Party when the option is exercised. A purchase or sale by Operator of any other Party's share of the oil or condensate shall be for such reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances, but in no event shall a contract be for a period in excess of one (1) year. Proceeds of the oil or condensate purchased, sold, or otherwise disposed of by Operator under this Article 22.3 shall be paid to the Party that had, but did not exercise, the right to take in kind and separately dispose of the oil or condensate. Operator, in disposing of another Party's oil or condensate, shall not be responsible for making any filing with regulatory agencies not required by law to be made by it in respect to another Party's share of oil or condensate. Unless required by governmental authority having jurisdiction or by judicial process, no Party shall be forced to share an available market with a non-taking Party.

22.4 Failure to Take Gas in Kind

Article 22.3 (Failure to Take Oil and Condensate in Kind) shall not apply to gas produced from the Lease. In no event shall Operator be responsible for, or obligated to dispose of, another Party's share of gas production. If for any reason a Party fails to take or market its full share of gas as produced, that Party may later take, market, or receive a cash accounting for its full share in accordance with Exhibit "E".

22.5 Expenses of Delivery in Kind

A cost that is incurred by Operator in making delivery of a Party's share of Hydrocarbons or disposing of same shall be paid by the Party.

**ARTICLE 23
APPLICABLE LAW, JURISDICTION, AND VENUE**

23.1 Applicable Law

THIS AGREEMENT AND THE RELATIONSHIP OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE GENERAL MARITIME LAW, OR IF THE GENERAL MARITIME LAW IS NOT APPLICABLE, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD OTHERWISE REFER THE MATTER TO THE LAWS OF ANOTHER JURISDICTION; PROVIDED HOWEVER, THAT NO LAW THEORY OR PUBLIC POLICY

SHALL BE GIVEN EFFECT THAT WOULD UNDERMINE, DIMINISH, OR REDUCE THE EFFECTIVENESS OF THE WAIVER DAMAGES PROVIDED IN THE PRECEDING ARTICLE 19.7, IT BEING THE EXPRESS INTENT, UNDERSTANDING, AND AGREEMENT OF THE PARTIES THAT SUCH WAIVER IS TO BE GIVEN THE FULLEST EFFECT, NOTWITHSTANDING THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, WILLFUL MISCONDUCT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF A PARTY HERETO.

23.2 Jurisdiction and Venue

For every dispute that arises under this Agreement, including any claim of breach of this Agreement, the Parties hereby consent to the exclusive jurisdiction and venue of a Federal court or Texas state court sitting in Houston, Texas.

**ARTICLE 24
LAWS, REGULATIONS, AND NONDISCRIMINATION**

24.1 Laws and Regulations

This Agreement and operations under this Agreement are subject to all applicable laws, rules, regulations, and orders by all governmental authorities claiming jurisdiction now and in the future. A provision of this Agreement found to be contrary to or inconsistent with any such law, rule, regulation, or order shall be deemed to have been modified accordingly.

24.2 Nondiscrimination

In performing work under this Agreement, the Parties shall comply and Operator shall require each independent contractor to comply with the governmental requirements in Exhibit "D" and with Articles 202(1) to (7), including Executive Order 11246, as amended.

**ARTICLE 25
FORCE MAJEURE**

25.1 Force Majeure

If a Party is unable, wholly or in part because of a Force Majeure, to carry out its obligations under this Agreement, other than the obligation to make money payments, that Party shall give the other Parties prompt written notice of the Force Majeure with sufficient particulars about it. Effective on the date notice is given, the obligations of the Party, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure. Time is of the essence in the performance of this Agreement, and every reasonable effort will be made by the Party to avoid delay or suspension of any work or acts to be performed under this Agreement. The requirement that the Force Majeure be remedied with all reasonable dispatch shall not require a Party to settle strikes or other labor difficulties.

ARTICLE 26 SUCCESSORS AND ASSIGNS

26.1 Transfer of Interest

Except as provided in 26.1.1 (Exceptions to Transfer Notice), a Transfer of Interest shall be provided by written notice to Operator and the other Parties ("the Transfer Notice"). Any Transfer of Interest shall be made to a party qualified by the BOEMRE to own leases in the Gulf of Mexico, and is financially capable of assuming the corresponding obligations under this Agreement. The non-transferring Parties' consent can be conditioned on requiring the proposed transferee to provide (i) replacement financial assurances for any financial assurances previously provided by the transferring Party and (ii) additional reasonable financial assurances of the party to which the working interest is to be transferred and its ability to perform its obligations under this Agreement, after giving due consideration to the replacement financial assurances to be provided pursuant to clause (i). All Transfers of Interest to any Person must be approved by and consented to in writing by the non-transferring Parties for any assignment made hereunder to be valid and binding upon the non-transferring Parties. Any Transfer of Interest shall contain a provision in the assignment requiring that the non-transferring Parties' written consent must also be obtained before any future Transfer of Interest under this Agreement in whole or in part to any Person, and shall also include a provision that the party to which the working interest is transferred to be bound by all the terms and conditions of this Agreement. No Transfer of Interest shall release a Party from its obligations and liabilities under this Agreement, and the security rights under Article 8.6 (Security Rights) shall continue to burden the Working Interest transferred and to secure the payment of those obligations and liabilities.

26.1.1 Exceptions to Transfer Notice

Notwithstanding any contrary provision of this Agreement, the Transfer Notice is not required when a Party proposes to mortgage, pledge, hypothecate, or grant a security interest in all or a portion of its Working Interest (including Assignments of Hydrocarbon production executed as further security for the debt secured by that security device), in any wells, Platforms, Development Facilities, or other equipment. However, an encumbrance arising from the financing transaction shall be expressly made subject and subordinated to this Agreement.

26.1.2 Effective Date of Transfer of Interest

A Transfer of Interest becomes effective twenty (20) days after the day all Parties are in receipt of the Transfer Notice. No Transfer of Interest, other than those provided in Article 15.1 (Right to Withdraw) and Article 26.1.1 (Exceptions to Prior Written Notice), is binding on the Parties unless and until (i) the assignor or assignee provides all remaining

Parties with a photocopy of a fully executed Transfer of Interest, an executed BOEMRE "Designation of Operator" form and a designation of oil spill responsibility form, and (ii) evidence of receipt of all necessary approvals by the BOEMRE. The Parties shall promptly undertake all reasonable actions necessary to secure those approvals and shall execute and deliver all documents necessary to effectuate that Transfer of Interest. All costs attributable to a Transfer of Interest are the sole obligation of the assigning Party.

26.1.3 Form of Transfer of Interest

Any Transfer of Interest shall incorporate provisions that the Transfer of Interest is subordinate to and made expressly subject to this Agreement and provide for the assumption by the assignee of the performance of all the assigning Party's obligations under this Agreement. Any Transfer of Interest not in compliance with this provision is voidable by the non-assigning Parties.

26.1.4 Warranty

Any Transfer of Interest, vesting, or relinquishment of Working Interest between the Parties under this Agreement shall be made without warranty of title, except as provided in the next sentence. All liens, charges, and other encumbrances, including but not limited to overriding royalties, net profits interest, and production payments, which a Party placed (or caused to be placed) on its Working Interest shall be fully satisfied or released before the effective date of a Transfer of Interest, vesting, or relinquishment of Working Interest between that Party and another Party under this Agreement (unless the other Party is willing to accept the Working Interest subject to those liens, charges, and other encumbrances).

ARTICLE 27 ADMINISTRATIVE PROVISIONS

27.1 Term

This Agreement shall remain in effect so long as a Lease remains in effect and thereafter until (a) all wells have been abandoned and plugged or turned over to the Parties owning an interest in the Lease on which the wells are located; (b) all Platforms, Development Facilities, and equipment have been disposed of by Operator in accordance with Article 14 (Abandonment, Salvage, and Surplus); (c) all Claims as defined in Article 19 (Liability, Claims, and Lawsuits) have been settled or otherwise disposed of; and (d) there has been a final accounting and settlement by all Parties. In accordance with Article 4.5 (Selection of Successor Operator), this Agreement will terminate if no Party is willing to become Operator, effective after all conditions in clauses (a) through (d) above have been completed. In accordance with Article 15.2.1

(Unanimous Withdrawal), this Agreement will terminate if all Parties elect to withdraw, effective after all conditions in clauses (a) through (d) above have been completed. Termination of this Agreement shall not relieve a Party of a liability or obligation accrued or incurred before termination and is without prejudice to all continuing confidentiality obligations or other obligations in this Agreement.

27.2 Waiver

A term, provision, covenant, representation, warranty, or condition of this Agreement may be waived only by written instrument executed by the Party waiving compliance. The failure or delay of a Party in the enforcement or exercise of the rights granted under this Agreement shall not constitute a waiver of said rights nor shall it be considered as a basis for estoppel. Time is of the essence in the performance of this Agreement and all time limits shall be strictly construed and enforced.

27.3 Waiver of Right to Partition

Each Party waives the right to bring an action for partition of its interest in the Lease, wells, Platform, Development Facilities, and other equipment held under this Agreement, and covenants that during the existence of this Agreement it shall not resort at any time to an action at law or in equity to partition any or all of the Lease and lands or personal property subject to this Agreement.

27.4 Compliance with Laws and Regulations

This Agreement, and all activities or operations conducted by the Parties under this Agreement, are expressly subject to, and shall comply with, all laws, orders, rules, and regulations of all federal, state, and local governmental authorities having jurisdiction over the Lease.

27.4.1 Severance of Invalid Provisions

If, for any reason and for so long as, a clause or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or unconscionable under a present or future law or interpretation thereof, the remainder of this Agreement will not be affected by that illegality or invalidity. An illegal or invalid provision will be deemed severed from this Agreement, as if this Agreement had been executed without the illegal or invalid provision. The surviving provisions of this Agreement will remain in full force and effect unless the removal of the illegal or invalid provision destroys the legitimate purposes of this Agreement, in which event this Agreement shall be null and void.

27.4.2 Fair and Equal Employment

Each of the Parties is an Equal Opportunity Employer, and the equal opportunity provisions of 30 CFR 270 and 41 CFR 60-1, as amended or modified, are incorporated in this Agreement by reference. The affirmative-action clauses concerning disabled veterans and veterans of the Vietnam era (41 CFR 60-250) and the affirmative-action

clauses concerning employment of the handicapped (41 CFR 60-741) are also incorporated in this Agreement by reference. In performing work under this Agreement, the Parties shall comply with (and Operator shall require each independent contractor to comply with) the governmental requirements in Exhibit "D" that pertain to non-segregated facilities.

27.5 Construction and Interpretation of This Agreement

27.5.1 Headings for Convenience

Except for the definition headings in Article 2 (Definitions), all the table of contents, captions, numbering sequences, and paragraph headings in this Agreement are inserted for convenience only and do not define, expand, or limit the scope, meaning, or intent of this Agreement.

27.5.2 Article References

Except as otherwise provided in this Agreement, each reference to an article of this Agreement includes all the referenced article and its sub-articles.

27.5.3 Gender and Number

The use of pronouns in whatever gender or number is a proper reference to the Parties to this Agreement though the Parties may be individuals, business entities, or groups thereof. Reference in this Agreement to the singular of a noun or pronoun includes the plural and vice versa.

27.5.4 Future References

A reference to a Party includes such Party's successors and assigns and, in the case of governmental bodies, persons succeeding to their respective functions and capacities.

27.5.5 Currency

Any amounts due or payable under this Agreement shall be paid in United States currency.

27.5.6 Optional Provisions

If any "Optional" provision of this Agreement is not adopted by the Parties to this Agreement by a typed, printed, or handwritten indication, such provision shall not form a part of this Agreement, and no inference shall be made concerning the intent of the Parties in regard to the subject matter of the "Optional" provision.

27.5.7 Joint Preparation

This Agreement shall be deemed for all purposes to have been prepared through the joint efforts of the Parties and shall not be construed for or against one (1) Party or the other as a result of the preparation, submittal, drafting, execution, or other event of negotiation hereof.

27.5.8 Integrated Agreement

This Agreement contains the final and entire agreement of the Parties for the matters

covered by this Agreement and, as such, supersedes all prior written or oral communications and agreements. This Agreement may not be modified or changed except by written amendment signed by the Parties.

27.5.9 Binding Effect

To the extent that it is assignable, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns, and shall constitute a covenant running with the land comprising the Lease. This Agreement does not benefit or create any rights in a person or entity that is not a Party to this Agreement.

27.5.10 Further Assurances

Each Party will take all actions necessary and will sign all documents necessary to implement this Agreement. Except as otherwise provided in this Agreement, within thirty (30) days after their receipt of a valid written request for those documents from a Party, all other Parties shall prepare and execute the documents.

27.5.11 Counterpart Execution

This Agreement may be executed by signing the original or a counterpart. If this Agreement is executed in counterparts, all counterparts taken together shall have the same effect as if all Parties had signed the same agreement. No Party shall be bound to this Agreement until all Parties have executed a counterpart or the original of this Agreement. This Agreement may also be ratified by a separate instrument that refers to this Agreement and adopts by reference all provisions of this Agreement. A ratification shall have the same effect as an execution of this Agreement.

27.6 Restricted Bidding

If more than one (1) Party is ever on the list of restricted joint bidders for Outer Continental Shelf ("OCS") lease sales, as issued by the BOEMRE under 30 CFR 256.44, as amended, the Parties shall comply with all statutes and regulations regarding restricted joint bidders on the OCS.

27.7 Governing Agreement

The Parties to this Agreement are also Parties to that certain Farmout Agreement dated effective _____, 20____, by and between _____, _____, _____, _____, and _____. The Parties agree that should any conflict arise between the terms and conditions of this Agreement and the terms and conditions of the Farmout Agreement, the terms and conditions of the Farmout Agreement shall govern.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the day and year first above written.

WITNESSES:

[_____]

By: _____

Title:

WITNESSES:

[_____]

By: _____

Title:

WITNESSES:

[_____]

By: _____

Title:

WITNESSES:

[_____]

By: _____

Title:

WITNESSES:

[_____]

By: _____

Title:

EXHIBIT "A"

Attached to and made a part of that certain Offshore Operating Agreement dated effective _____, 20__, by and between _____, as Operator, and _____, as Non-Operators.

I. OPERATOR

[_____]

II. NON-OPERATOR(S)

[_____
[_____
[_____
[_____]

III. DESCRIPTION OF CONTRACT AREA

IV. WORKING INTEREST OF THE PARTIES

<u>PARTY</u>	<u>WI %</u>
[_____]	X
[_____]	X
[_____]	X
[_____]	X
[_____]	50%

V. ADDRESSES AND CONTACT NUMBERS

[_____
[_____
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Attention:
Phone:
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VI. **BURDENS AND CONTRACTS IN CONTRACT AREA**

EXHIBIT "B"

Attached to and made a part of that certain Offshore Operating Agreement dated effective _____, 20__, by and between _____, as Operator, and _____, as Non-Operators.

INSURANCE PROVISIONS

- I. Operator shall carry the insurance specified in Section I with the limits stipulated below for the joint account. Operator shall have the right to charge the joint account premiums for the insurance coverage required by this Exhibit "B." Such premiums shall be allocated to the joint account using a fair and reasonable method based on the nature of the operations covered by this Agreement.
 - A. Workers' Compensation and Employer's Liability.
 1. Workers' Compensation and Employer's Liability Insurance covering the employees of Operator engaged in operations hereunder in compliance with all applicable State and Federal Laws.
 2. Coverage under U. S. Longshore and Harbor Worker's Compensation Act, extended to include the Outer Continental Shelf.
 3. Extension of Coverage B of policy to provide for not less than \$1,000,000 ("for assured's interest") for death or bodily injury to one person in any one accident; coverage also to include Employer's Liability under Admiralty Jurisdiction, including the Jones Act, with Marine and Voluntary Compensation Endorsement providing for a limit of liability of not less than \$1,000,000 per accident and an endorsement for transportation, maintenance, wages and cure, all with same limits, as well as an endorsement to the effect that a claim "in rem" shall be treated as a claim against the insured.
- II. Operator shall not be obligated or authorized to obtain or carry on behalf of the joint account any additional insurance covering the Parties or the operations to be conducted hereunder. Each Party, at its own expense, must carry its own coverage for the types of insurance and with the minimum limits as set forth in each of Paragraphs A-G below. Each Party must provide Operator prior to commencement of operations a certificate of insurance or other evidence of coverage demonstrating coverage with the required limits of liability. All losses and all damages to jointly owned property, except losses covered by insurance carried for the joint account, shall be borne by the Parties in proportion to their respective interests, unless the loss is caused by the gross negligence or willful misconduct of a Party hereto. The insurance coverages required herein represent minimum requirements and do not limit or invalidate any indemnity or other obligation of the Parties under this Agreement. A Party's failure to secure the required insurance coverages or the required endorsements on the policies or any denial of coverage by underwriters does not relieve such Party or limit its liabilities or obligations under this Agreement.

Any Party, at its own expense, may acquire such additional insurance as it may deem necessary to protect its own interest against claims, losses, damages or destruction to property arising out of operations hereunder.

Each Party hereby waives its rights of recovery against all other Parties to this agreement and agrees that all insurance covering its interest in the jointly owned property will be suitably endorsed to affect a waiver of subrogation as per the indemnity and obligations assumed within the agreement.

- A. Commercial General Liability and Business Automobile Liability. Coverage for all operations conducted hereunder with a combined single limit each occurrence, and in the aggregate, of \$1,000,000 ("for assured's interest"). Said Commercial General Liability Insurance shall also include contractual liability coverage, sudden and accidental pollution coverage. Automobile liability insurance shall include coverage for owned, hired and non-owned vehicles and mobile equipment licensed for highway use.
- B. Vessels. All vessels chartered by any Party shall be covered Protection and Indemnity coverage, with limits of \$1,000,000 ("for assured's interest") per occurrence and in the aggregate.
- C. Aircraft. All aircraft owned or chartered by any Party shall be covered by Aircraft Liability Insurance with limits of \$5,000,000 ("for assured's interest") per occurrence and in the aggregate.
- D. Excess Liability. Each Party shall carry Excess Liability insurance in the amount of \$50,000,000 per occurrence and in the aggregate ("for assured's interest"), excess of all primary liability limits in the insurance specified in Sections A-C.
- E. Extra Expense Liability. Extra expense liability coverage including control of well, seepage, pollution and contamination coverage, cleanup and/or containment coverage, re-drilling and/or restoring, and care, custody and control shall be carried by each Party with limits of liability of \$75,000,000 per occurrence and in the aggregate and \$5,000,000 per occurrence and in the aggregate for Care, Custody and Control coverage.
- F. Financial Responsibility Insurance: Operator shall demonstrate coverage, as required by the Bureau of Ocean Energy Management pursuant to the Oil Pollution Act of 1990 as per CFR Part 253 "Final Rule for Oil Spill Financial Responsibility", according to the applicable governmental guidelines.
- G. Contractors: Operator shall use reasonable efforts to require all contractors working or performing services hereunder to comply with the workers' compensation and employer's liability laws, both State and Federal, and said contractors or others performing services shall be required to procure and maintain appropriate insurance coverage as deemed by Operator for the types of operations undertaken. All insurance shall be endorsed to include the Operator and the Parties as additional insureds, except for Worker's Compensation. All such policies shall be endorsed with a Waiver of Subrogation in favor of Operator and the Parties.

END OF EXHIBIT "B"



Exhibit “ C ”
ACCOUNTING PROCEDURE
JOINT OPERATIONS

Attached to and made part of that certain Offshore Operating Agreement dated [], by and between [],
As Operator and [] as Non-Operators

I. GENERAL PROVISIONS

**IF THE PARTIES FAIL TO SELECT EITHER ONE OF COMPETING “ALTERNATIVE” PROVISIONS, OR SELECT ALL THE
COMPETING “ALTERNATIVE” PROVISIONS, ALTERNATIVE 1 IN EACH SUCH INSTANCE SHALL BE DEEMED TO HAVE
BEEN ADOPTED BY THE PARTIES AS A RESULT OF ANY SUCH OMISSION OR DUPLICATE NOTATION.**

**IN THE EVENT THAT ANY “OPTIONAL” PROVISION OF THIS ACCOUNTING PROCEDURE IS NOT ADOPTED BY THE
PARTIES TO THE AGREEMENT BY A TYPED, PRINTED OR HANDWRITTEN INDICATION, SUCH PROVISION SHALL NOT
FORM A PART OF THIS ACCOUNTING PROCEDURE, AND NO INFERENCE SHALL BE MADE CONCERNING THE INTENT
OF THE PARTIES IN SUCH EVENT.**

1. DEFINITIONS

All terms used in this Accounting Procedure shall have the following meaning, unless otherwise expressly defined in the Agreement:

“Affiliate” means for a person, another person that controls, is controlled by, or is under common control with that person. In this definition, (a) control means the ownership by one person, directly or indirectly, of more than fifty percent (50%) of the voting securities of a corporation or, for other persons, the equivalent ownership interest (such as partnership interests), and (b) “person” means an individual, corporation, partnership, trust, estate, unincorporated organization, association, or other legal entity.

“Agreement” means the operating agreement, farmout agreement, or other contract between the Parties to which this Accounting Procedure is attached.

“Controllable Material” means Material that, at the time of acquisition or disposition by the Joint Account, as applicable, is so classified in the Material Classification Manual most recently recommended by the Council of Petroleum Accountants Societies (COPAS).

“Equalized Freight” means the procedure of charging transportation cost to the Joint Account based upon the distance from the nearest Railway Receiving Point to the property.

“Excluded Amount” means a specified excluded trucking amount most recently recommended by COPAS.

“Field Office” means a structure, or portion of a structure, whether a temporary or permanent installation, the primary function of which is to directly serve daily operation and maintenance activities of the Joint Property and which serves as a staging area for directly chargeable field personnel.

“First Level Supervision” means those employees whose primary function in Joint Operations is the direct oversight of the Operator’s field employees and/or contract labor directly employed On-site in a field operating capacity. First Level Supervision functions may include, but are not limited to:

- Responsibility for field employees and contract labor engaged in activities that can include field operations, maintenance, construction, well remedial work, equipment movement and drilling
- Responsibility for day-to-day direct oversight of rig operations
- Responsibility for day-to-day direct oversight of construction operations
- Coordination of job priorities and approval of work procedures
- Responsibility for optimal resource utilization (equipment, Materials, personnel)
- Responsibility for meeting production and field operating expense targets
- Representation of the Parties in local matters involving community, vendors, regulatory agents and landowners, as an incidental part of the supervisor’s operating responsibilities
- Responsibility for all emergency responses with field staff
- Responsibility for implementing safety and environmental practices
- Responsibility for field adherence to company policy
- Responsibility for employment decisions and performance appraisals for field personnel
- Oversight of sub-groups for field functions such as electrical, safety, environmental, telecommunications, which may have group or team leaders.

“Joint Account” means the account showing the charges paid and credits received in the conduct of the Joint Operations that are to be shared by the Parties, but does not include proceeds attributable to hydrocarbons and by-products produced under the Agreement.

“Joint Operations” means all operations necessary or proper for the exploration, appraisal, development, production, protection, maintenance, repair, abandonment, and restoration of the Joint Property.



1 **“Joint Property”** means the real and personal property subject to the Agreement.

2
3 **“Laws”** means any laws, rules, regulations, decrees, and orders of the United States of America or any state thereof and all other
4 governmental bodies, agencies, and other authorities having jurisdiction over or affecting the provisions contained in or the transactions
5 contemplated by the Agreement or the Parties and their operations, whether such laws now exist or are hereafter amended, enacted,
6 promulgated or issued.

7
8 **“Material”** means personal property, equipment, supplies, or consumables acquired or held for use by the Joint Property.

9
10 **“Non-Operators”** means the Parties to the Agreement other than the Operator.

11
12 **“Offshore Facilities”** means platforms, surface and subsea development and production systems, and other support systems such as oil and
13 gas handling facilities, living quarters, offices, shops, cranes, electrical supply equipment and systems, fuel and water storage and piping,
14 heliport, marine docking installations, communication facilities, navigation aids, and other similar facilities necessary in the conduct of
15 offshore operations, all of which are located offshore.

16
17 **“Off-site”** means any location that is not considered On-site as defined in this Accounting Procedure.

18
19 **“On-site”** means on the Joint Property when in direct conduct of Joint Operations. The term “On-site” shall also include that portion of
20 Offshore Facilities, Shore Base Facilities, fabrication yards, and staging areas from which Joint Operations are conducted, or other
21 facilities that directly control equipment on the Joint Property, regardless of whether such facilities are owned by the Joint Account.

22
23 **“Operator”** means the Party designated pursuant to the Agreement to conduct the Joint Operations.

24
25 **“Parties”** means legal entities signatory to the Agreement or their successors and assigns. Parties shall be referred to individually as
26 “Party.”

27
28 **“Participating Interest”** means the percentage of the costs and risks of conducting an operation under the Agreement that a Party agrees,
29 or is otherwise obligated, to pay and bear.

30
31 **“Participating Party”** means a Party that approves a proposed operation or otherwise agrees, or becomes liable, to pay and bear a share of
32 the costs and risks of conducting an operation under the Agreement.

33
34 **“Personal Expenses”** means reimbursed costs for travel and temporary living expenses.

35
36 **“Railway Receiving Point”** means the railhead nearest the Joint Property for which freight rates are published, even though an actual
37 railhead may not exist.

38
39 **“Shore Base Facilities”** means onshore support facilities that during Joint Operations provide such services to the Joint Property as a
40 receiving and transshipment point for Materials; debarkation point for drilling and production personnel and services; communication,
41 scheduling and dispatching center; and other associated functions serving the Joint Property.

42
43 **“Supply Store”** means a recognized source or common stock point for a given Material item.

44
45 **“Technical Services”** means services providing specific engineering, geoscience, or other professional skills, such as those performed by
46 engineers, geologists, geophysicists, and technicians, required to handle specific operating conditions and problems for the benefit of Joint
47 Operations; provided, however, Technical Services shall not include those functions specifically identified as overhead under the second
48 paragraph of the introduction of Section III (*Overhead*). Technical Services may be provided by the Operator, Operator’s Affiliate, Non-
49 Operator, Non-Operator Affiliates, and/or third parties.

50 51 **2. STATEMENTS AND BILLINGS**

52
53 The Operator shall bill Non-Operators on or before the last day of the month for their proportionate share of the Joint Account for the
54 preceding month. Such bills shall be accompanied by statements that identify the AFE (authority for expenditure), lease or facility, and all
55 charges and credits summarized by appropriate categories of investment and expense. Controllable Material shall be separately identified
56 and fully described in detail, or at the Operator’s option, Controllable Material may be summarized by major Material classifications.
57 Intangible drilling costs, audit adjustments, and unusual charges and credits shall be separately and clearly identified.

58
59 The Operator may make available to Non-Operators any statements and bills required under Section I.2 and/or Section I.3.A (*Advances*
60 *and Payments by the Parties*) via email, electronic data interchange, internet websites or other equivalent electronic media in lieu of paper
61 copies. The Operator shall provide the Non-Operators instructions and any necessary information to access and receive the statements and
62 bills within the timeframes specified herein. A statement or billing shall be deemed as delivered twenty-four (24) hours (exclusive of
63 weekends and holidays) after the Operator notifies the Non-Operator that the statement or billing is available on the website and/or sent via
64 email or electronic data interchange transmission. Each Non-Operator individually shall elect to receive statements and billings
65 electronically, if available from the Operator, or request paper copies. Such election may be changed upon thirty (30) days prior written
66 notice to the Operator.



3. ADVANCES AND PAYMENTS BY THE PARTIES

- A. Unless otherwise provided for in the Agreement, the Operator may require the Non-Operators to advance their share of the estimated cash outlay for the succeeding month's operations within fifteen (15) days after receipt of the advance request or by the first day of the month for which the advance is required, whichever is later. The Operator shall adjust each monthly billing to reflect advances received from the Non-Operators for such month. If a refund is due, the Operator shall apply the amount to be refunded to the subsequent month's billing or advance, unless the Non-Operator sends the Operator a written request for a cash refund. The Operator shall remit the refund to the Non-Operator within fifteen (15) days of receipt of such written request.
- B. Except as provided below, each Party shall pay its proportionate share of all bills in full within fifteen (15) days of receipt date. If payment is not made within such time, the unpaid balance shall bear interest compounded monthly at the prime rate published by the *Wall Street Journal* on the first day of each month the payment is delinquent, plus three percent (3%), per annum, or the maximum contract rate permitted by the applicable usury Laws governing the Joint Property, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts. If the *Wall Street Journal* ceases to be published or discontinues publishing a prime rate, the unpaid balance shall bear interest compounded monthly at the prime rate published by the Federal Reserve plus three percent (3%), per annum. Interest shall begin accruing on the first day of the month in which the payment was due. Payment shall not be reduced or delayed as a result of inquiries or anticipated credits unless the Operator has agreed. Notwithstanding the foregoing, the Non-Operator may reduce payment, provided it furnishes documentation and explanation to the Operator at the time payment is made, to the extent such reduction is caused by:
- (1) being billed at an incorrect working interest or Participating Interest that is higher than such Non-Operator's actual working interest or Participating Interest, as applicable; or
 - (2) being billed for a project or AFE requiring approval of the Parties under the Agreement that the Non-Operator has not approved or is not otherwise obligated to pay under the Agreement; or
 - (3) being billed for a property in which the Non-Operator no longer owns a working interest, provided the Non-Operator has furnished the Operator a copy of the recorded assignment or letter in-lieu. Notwithstanding the foregoing, the Non-Operator shall remain responsible for paying bills attributable to the interest it sold or transferred for any bills rendered during the thirty (30) day period following the Operator's receipt of such written notice; or
 - (4) charges outside the adjustment period, as provided in Section I.4 (*Adjustments*).

4. ADJUSTMENTS

- A. Payment of any such bills shall not prejudice the right of any Party to protest or question the correctness thereof; however, all bills and statements, including payout statements, rendered during any calendar year shall conclusively be presumed to be true and correct, with respect only to expenditures, after twenty-four (24) months following the end of any such calendar year, unless within said period a Party takes specific detailed written exception thereto making a claim for adjustment. The Operator shall provide a response to all written exceptions, whether or not contained in an audit report, within the time periods prescribed in Section I.5 (*Expenditure Audits*).
- B. All adjustments initiated by the Operator, except those described in items (1) through (4) of this Section I.4.B, are limited to the twenty-four (24) month period following the end of the calendar year in which the original charge appeared or should have appeared on the Operator's Joint Account statement or payout statement. Adjustments that may be made beyond the twenty-four (24) month period are limited to adjustments resulting from the following:
- (1) a physical inventory of Controllable Material as provided for in Section V (*Inventories of Controllable Material*), or
 - (2) an offsetting entry (whether in whole or in part) that is the direct result of a specific joint interest audit exception granted by the Operator relating to another property, or
 - (3) a government/regulatory audit, or
 - (4) a working interest ownership or Participating Interest adjustment.

5. EXPENDITURE AUDITS

- A. A Non-Operator, upon written notice to the Operator and all other Non-Operators, shall have the right to audit the Operator's accounts and records relating to the Joint Account within the twenty-four (24) month period following the end of such calendar year in which such bill was rendered; however, conducting an audit shall not extend the time for the taking of written exception to and the adjustment of accounts as provided for in Section I.4 (*Adjustments*). Any Party that is subject to payout accounting under the Agreement shall have the right to audit the accounts and records of the Party responsible for preparing the payout statements, or of the Party furnishing information to the Party responsible for preparing payout statements. Audits of payout accounts may include the volumes of hydrocarbons produced and saved and proceeds received for such hydrocarbons as they pertain to payout accounting required under the Agreement. Unless otherwise provided in the Agreement, audits of a payout account shall be conducted within the twenty-four (24) month period following the end of the calendar year in which the payout statement was rendered.

Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct a joint audit in a manner that will result in a minimum of inconvenience to the Operator. The Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph unless agreed to by the Operator. The audits shall not be conducted more than once each year without prior approval of the Operator, except upon the resignation or removal of the Operator, and shall be made at the expense of



those Non-Operators approving such audit.

The Non-Operator leading the audit (hereinafter “lead audit company”) shall issue the audit report within ninety (90) days after completion of the audit testing and analysis; however, the ninety (90) day time period shall not extend the twenty-four (24) month requirement for taking specific detailed written exception as required in Section I.4.A (*Adjustments*) above. All claims shall be supported with sufficient documentation.

A timely filed written exception or audit report containing written exceptions (hereinafter “written exceptions”) shall, with respect to the claims made therein, preclude the Operator from asserting a statute of limitations defense against such claims, and the Operator hereby waives its right to assert any statute of limitations defense against such claims for so long as any Non-Operator continues to comply with the deadlines for resolving exceptions provided in this Accounting Procedure. If the Non-Operators fail to comply with the additional deadlines in Section I.5.B or I.5.C, the Operator’s waiver of its rights to assert a statute of limitations defense against the claims brought by the Non-Operators shall lapse, and such claims shall then be subject to the applicable statute of limitations, provided that such waiver shall not lapse in the event that the Operator has failed to comply with the deadlines in Section I.5.B or I.5.C.

B. The Operator shall provide a written response to all exceptions in an audit report within one hundred eighty (180) days after Operator receives such report. Denied exceptions should be accompanied by a substantive response. If the Operator fails to provide substantive response to an exception within this one hundred eighty (180) day period, the Operator will owe interest on that exception or portion thereof, if ultimately granted, from the date it received the audit report. Interest shall be calculated using the rate set forth in Section I.3.B (*Advances and Payments by the Parties*).

C. The lead audit company shall reply to the Operator’s response to an audit report within ninety (90) days of receipt, and the Operator shall reply to the lead audit company’s follow-up response within ninety (90) days of receipt; provided, however, each Non-Operator shall have the right to represent itself if it disagrees with the lead audit company’s position or believes the lead audit company is not adequately fulfilling its duties. Unless otherwise provided for in Section I.5.E, if the Operator fails to provide substantive response to an exception within this ninety (90) day period, the Operator will owe interest on that exception or portion thereof, if ultimately granted, from the date it received the audit report. Interest shall be calculated using the rate set forth in Section I.3.B (*Advances and Payments by the Parties*).

D. If any Party fails to meet the deadlines in Sections I.5.B or I.5.C or if any audit issues are outstanding fifteen (15) months after Operator receives the audit report, the Operator or any Non-Operator participating in the audit has the right to call a resolution meeting, as set forth in this Section I.5.D or it may invoke the dispute resolution procedures included in the Agreement, if applicable. The meeting will require one month’s written notice to the Operator and all Non-Operators participating in the audit. The meeting shall be held at the Operator’s office or mutually agreed location, and shall be attended by representatives of the Parties with authority to resolve such outstanding issues. Any Party who fails to attend the resolution meeting shall be bound by any resolution reached at the meeting. The lead audit company will make good faith efforts to coordinate the response and positions of the Non-Operator participants throughout the resolution process; however, each Non-Operator shall have the right to represent itself. Attendees will make good faith efforts to resolve outstanding issues, and each Party will be required to present substantive information supporting its position. A resolution meeting may be held as often as agreed to by the Parties. Issues unresolved at one meeting may be discussed at subsequent meetings until each such issue is resolved.

If the Agreement contains no dispute resolution procedures and the audit issues cannot be resolved by negotiation, the dispute shall be submitted to mediation. In such event, promptly following one Party’s written request for mediation, the Parties to the dispute shall choose a mutually acceptable mediator and share the costs of mediation services equally. The Parties shall each have present at the mediation at least one individual who has the authority to settle the dispute. The Parties shall make reasonable efforts to ensure that the mediation commences within sixty (60) days of the date of the mediation request. Notwithstanding the above, any Party may file a lawsuit or complaint (1) if the Parties are unable after reasonable efforts, to commence mediation within sixty (60) days of the date of the mediation request, (2) for statute of limitations reasons, or (3) to seek a preliminary injunction or other provisional judicial relief, if in its sole judgment an injunction or other provisional relief is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the Parties shall continue to try to resolve the dispute by mediation.

E. ☐ (Optional Provision – Forfeiture Penalties)

If the Non-Operators fail to meet the deadline in Section I.5.C, any unresolved exceptions that were not addressed by the Non-Operators within one (1) year following receipt of the last substantive response of the Operator shall be deemed to have been withdrawn by the Non-Operators. If the Operator fails to meet the deadlines in Section I.5.B or I.5.C, any unresolved exceptions that were not addressed by the Operator within one (1) year following receipt of the audit report or receipt of the last substantive response of the Non-Operators, whichever is later, shall be deemed to have been granted by the Operator and adjustments shall be made, without interest, to the Joint Account.

6. APPROVAL BY PARTIES

A. GENERAL MATTERS

Where an approval or other agreement of the Parties or Non-Operators is expressly required under other Sections of this Accounting Procedure and if the Agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, the



Operator shall notify all Non-Operators of the Operator's proposal and the agreement or approval of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.

This Section I.6.A applies to specific situations of limited duration where a Party proposes to change the accounting for charges from that prescribed in this Accounting Procedure. This provision does not apply to amendments to this Accounting Procedure, which are covered by Section I.6.B.

B. AMENDMENTS

If the Agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, this Accounting Procedure can be amended by an affirmative vote of one (1%) or more Parties, one of which is the Operator, having a combined working interest of at least fifty percent (50 %), which approval shall be binding on all Parties, provided, however, approval of at least one (1) Non-Operator shall be required.

C. AFFILIATES

For the purpose of administering the voting procedures of Sections I.6.A and I.6.B, if Parties to this Agreement are Affiliates of each other, then such Affiliates shall be combined and treated as a single Party having the combined working interest or Participating Interest of such Affiliates.

For the purposes of administering the voting procedures in Section I.6.A, if a Non-Operator is an Affiliate of the Operator, votes under Section I.6.A shall require the majority in interest of the Non-Operator(s) after excluding the interest of the Operator's Affiliate.

II. DIRECT CHARGES

The Operator shall charge the Joint Account with the following items:

1. RENTALS AND ROYALTIES

Lease rentals and royalties paid by the Operator, on behalf of all Parties, for the Joint Operations.

2. LABOR

A. Salaries and wages, including incentive compensation programs as set forth in COPAS MFI-37 ("Chargeability of Incentive Compensation Programs"), for:

- (1) Operator's field employees directly employed On-site in the conduct of Joint Operations,
- (2) Operator's employees directly employed on Shore Base Facilities, Offshore Facilities, or other facilities serving the Joint Property if such costs are not charged under Section II.6 (*Equipment and Facilities Furnished by Operator*) or are not a function covered under Section III (*Overhead*),
- (3) Operator's employees providing First Level Supervision,
- (4) Operator's employees providing On-site Technical Services for the Joint Property if such charges are excluded from the overhead rates in Section III (*Overhead*),
- (5) Operator's employees providing Off-site Technical Services for the Joint Property if such charges are excluded from the overhead rates in Section III (*Overhead*).

Charges for the Operator's employees identified in Section II.2.A may be made based on the employee's actual salaries and wages, or in lieu thereof, a day rate representing the Operator's average salaries and wages of the employee's specific job category.

Charges for personnel chargeable under this Section II.2.A who are foreign nationals shall not exceed comparable compensation paid to an equivalent U.S. employee pursuant to this Section II.2, unless otherwise approved by the Parties pursuant to Section I.6.A (*General Matters*).

B. Operator's cost of holiday, vacation, sickness, and disability benefits, and other customary allowances paid to employees whose salaries and wages are chargeable to the Joint Account under Section II.2.A, excluding severance payments or other termination allowances. Such costs under this Section II.2.B may be charged on a "when and as-paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Section II.2.A. If percentage assessment is used, the rate shall be based on the Operator's cost experience.

C. Expenditures or contributions made pursuant to assessments imposed by governmental authority that are applicable to costs chargeable to the Joint Account under Sections II.2.A and B.



- D. Personal Expenses of personnel whose salaries and wages are chargeable to the Joint Account under Section II.2.A when the expenses are incurred in connection with directly chargeable activities.
- E. Reasonable relocation costs incurred in transferring to the Joint Property personnel whose salaries and wages are chargeable to the Joint Account under Section II.2.A. Notwithstanding the foregoing, relocation costs that result from reorganization or merger of a Party, or that are for the primary benefit of the Operator, shall not be chargeable to the Joint Account. Extraordinary relocation costs, such as those incurred as a result of transfers from remote locations, such as Alaska or overseas, shall not be charged to the Joint Account unless approved by the Parties pursuant to Section I.6.A (*General Matters*).
- F. Training costs as specified in COPAS MFI-35 ("Charging of Training Costs to the Joint Account") for personnel whose salaries and wages are chargeable under Section II.2.A. This training charge shall include the wages, salaries, training course cost, and Personal Expenses incurred during the training session. The training cost shall be charged or allocated to the property or properties directly benefiting from the training. The cost of the training course shall not exceed prevailing commercial rates, where such rates are available.
- G. Operator's current cost of established plans for employee benefits, as described in COPAS MFI-27 ("Employee Benefits Chargeable to Joint Operations and Subject to Percentage Limitation"), applicable to the Operator's labor costs chargeable to the Joint Account under Sections II.2.A and B based on the Operator's actual cost not to exceed the employee benefits limitation percentage most recently recommended by COPAS.
- H. Award payments to employees, in accordance with COPAS MFI-49 ("Awards to Employees and Contractors") for personnel whose salaries and wages are chargeable under Section II.2.A.

3. MATERIAL

Material purchased or furnished by the Operator for use on the Joint Property in the conduct of Joint Operations as provided under Section IV (*Material Purchases, Transfers, and Dispositions*). Only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use or is reasonably practical and consistent with efficient and economical operations. The accumulation of surplus stocks shall be avoided.

4. TRANSPORTATION

- A. Transportation of the Operator's, Operator's Affiliate's, or contractor's personnel necessary for Joint Operations.
- B. Transportation of Material between the Joint Property and another property, or from the Operator's warehouse or other storage point to the Joint Property, shall be charged to the receiving property using one of the methods listed below. Transportation of Material from the Joint Property to the Operator's warehouse or other storage point shall be paid for by the Joint Property using one of the methods listed below:
- (1) If the actual trucking charge is less than or equal to the Excluded Amount the Operator may charge actual trucking cost or a theoretical charge from the Railway Receiving Point to the Joint Property. The basis for the theoretical charge is the per hundred weight charge plus fuel surcharges from the Railway Receiving Point to the Joint Property. The Operator shall consistently apply the selected alternative.
 - (2) If the actual trucking charge is greater than the Excluded Amount, the Operator shall charge Equalized Freight. Accessorial charges such as loading and unloading costs, split pick-up costs, detention, call out charges, and permit fees shall be charged directly to the Joint Property and shall not be included when calculating the Equalized Freight.

5. SERVICES

The cost of contract services, equipment, and utilities used in the conduct of Joint Operations, except for contract services, equipment, and utilities covered by Section III (*Overhead*), or Section II.7 (*Affiliates*), or excluded under Section II.9 (*Legal Expense*). Awards paid to contractors shall be chargeable pursuant to COPAS MFI-49 ("Awards to Employees and Contractors").

The costs of third party Technical Services are chargeable to the extent excluded from the overhead rates under Section III (*Overhead*).

6. EQUIPMENT AND FACILITIES FURNISHED BY OPERATOR

In the absence of a separately negotiated agreement, equipment and facilities furnished by the Operator will be charged as follows:

- A. The Operator shall charge the Joint Account for use of Operator-owned equipment and facilities, including but not limited to production facilities, Shore Base Facilities, Offshore Facilities, and Field Offices, at rates commensurate with the costs of ownership and operation. The cost of Field Offices shall be chargeable to the extent the Field Offices provide direct service to personnel who are chargeable pursuant to Section II.2.A (*Labor*). Such rates may include labor, maintenance, repairs, other operating expense, insurance, taxes, depreciation using straight line depreciation method, and interest on gross investment less accumulated depreciation not to exceed eight percent (8%) per annum; provided, however, depreciation shall not be charged when the



equipment and facilities investment have been fully depreciated. The rate may include an element of the estimated cost for abandonment, reclamation, and dismantlement. Such rates shall not exceed the average commercial rates currently prevailing in the immediate area of the Joint Property.

- B. In lieu of charges in Section II.6.A above, the Operator may elect to use average commercial rates prevailing in the immediate area of the Joint Property, less twenty percent (20%). If equipment and facilities are charged under this Section II.6.B, the Operator shall adequately document and support commercial rates and shall periodically review and update the rate and the supporting documentation. For automotive equipment, the Operator may elect to use rates published by the Petroleum Motor Transport Association (PMTA) or such other organization recognized by COPAS as the official source of rates.

7. AFFILIATES

- A. Charges for an Affiliate's goods and/or services used in operations requiring an AFE or other authorization from the Non-Operators may be made without the approval of the Parties provided (i) the Affiliate is identified and the Affiliate goods and services are specifically detailed in the approved AFE or other authorization, and (ii) the total costs for such Affiliate's goods and services billed to such individual project do not exceed \$ 50,000.00. If the total costs for an Affiliate's goods and services charged to such individual project are not specifically detailed in the approved AFE or authorization or exceed such amount, charges for such Affiliate shall require approval of the Parties, pursuant to Section I.6.A (*General Matters*).

- B. For an Affiliate's goods and/or services used in operations not requiring an AFE or other authorization from the Non-Operators, charges for such Affiliate's goods and services shall require approval of the Parties, pursuant to Section I.6.A (*General Matters*), if the charges exceed \$ 50,000.00 in a given calendar year.

- C. The cost of the Affiliate's goods or services shall not exceed average commercial rates prevailing in the area of the Joint Property, unless the Operator obtains the Non-Operators' approval of such rates. The Operator shall adequately document and support commercial rates and shall periodically review and update the rate and the supporting documentation; provided, however, documentation of commercial rates shall not be required if the Operator obtains Non-Operator approval of its Affiliate's rates or charges prior to billing Non-Operators for such Affiliate's goods and services. Notwithstanding the foregoing, direct charges for Affiliate-owned communication facilities or systems shall be made pursuant to Section II.12 (*Communications*).

If the Parties fail to designate an amount in Sections II.7.A or II.7.B, in each instance the amount deemed adopted by the Parties as a result of such omission shall be the amount established as the Operator's expenditure limitation in the Agreement. If the Agreement does not contain an Operator's expenditure limitation, the amount deemed adopted by the Parties as a result of such omission shall be zero dollars (\$ 0.00).

8. DAMAGES AND LOSSES TO JOINT PROPERTY

All costs or expenses necessary for the repair or replacement of Joint Property resulting from damages or losses incurred, except to the extent such damages or losses result from a Party's or Parties' gross negligence or willful misconduct, in which case such Party or Parties shall be solely liable.

The Operator shall furnish the Non-Operator written notice of damages or losses incurred as soon as practicable after a report has been received by the Operator.

9. LEGAL EXPENSE

Recording fees and costs of handling, settling, or otherwise discharging litigation, claims, and liens incurred in or resulting from operations under the Agreement, or necessary to protect or recover the Joint Property, to the extent permitted under the Agreement. Costs of the Operator's or Affiliate's legal staff or outside attorneys, including fees and expenses, are not chargeable unless approved by the Parties pursuant to Section I.6.A (*General Matters*) or otherwise provided for in the Agreement.

Notwithstanding the foregoing paragraph, costs for procuring abstracts, fees paid to outside attorneys for title examinations (including preliminary, supplemental, shut-in royalty opinions, division order title opinions), and curative work shall be chargeable to the extent permitted as a direct charge in the Agreement.

10. TAXES AND PERMITS

All taxes and permitting fees of every kind and nature, assessed or levied upon or in connection with the Joint Property, or the production therefrom, and which have been paid by the Operator for the benefit of the Parties, including penalties and interest, except to the extent the penalties and interest result from the Operator's gross negligence or willful misconduct.

If ad valorem taxes paid by the Operator are based in whole or in part upon separate valuations of each Party's working interest, then notwithstanding any contrary provisions, the charges to the Parties will be made in accordance with the tax value generated by each Party's working interest.



Costs of tax consultants or advisors, the Operator's employees, or Operator's Affiliate employees in matters regarding ad valorem or other tax matters, are not permitted as direct charges unless approved by the Parties pursuant to Section I.6.A (*General Matters*).

Charges to the Joint Account resulting from sales/use tax audits, including extrapolated amounts and penalties and interest, are permitted, provided the Non-Operator shall be allowed to review the invoices and other underlying source documents which served as the basis for tax charges and to determine that the correct amount of taxes were charged to the Joint Account. If the Non-Operator is not permitted to review such documentation, the sales/use tax amount shall not be directly charged unless the Operator can conclusively document the amount owed by the Joint Account.

11. INSURANCE

Net premiums paid for insurance required to be carried for Joint Operations for the protection of the Parties. If Joint Operations are conducted at locations where the Operator acts as self-insurer in regard to its worker's compensation and employer's liability insurance obligation, the Operator shall charge the Joint Account manual rates for the risk assumed in its self-insurance program as regulated by the jurisdiction governing the Joint Property. In the case of offshore operations in federal waters, the manual rates of the adjacent state shall be used for personnel performing work On-site, and such rates shall be adjusted for offshore operations by the U.S. Longshoreman and Harbor Workers (USL&H) or Jones Act surcharge, as appropriate.

12. COMMUNICATIONS

Costs of acquiring, leasing, installing, operating, repairing, and maintaining communication facilities or systems, including satellite, radio and microwave facilities, between the Joint Property and the Operator's office(s) directly responsible for field operations in accordance with the provisions of COPAS MFI-44 ("Field Computer and Communication Systems"). If the communications facilities or systems serving the Joint Property are Operator-owned, charges to the Joint Account shall be made as provided in Section II.6 (*Equipment and Facilities Furnished by Operator*). If the communication facilities or systems serving the Joint Property are owned by the Operator's Affiliate, charges to the Joint Account shall not exceed average commercial rates prevailing in the area of the Joint Property. The Operator shall adequately document and support commercial rates and shall periodically review and update the rate and the supporting documentation.

13. ECOLOGICAL, ENVIRONMENTAL, AND SAFETY

Costs incurred for Technical Services and drafting to comply with ecological, environmental and safety Laws or standards recommended by Occupational Safety and Health Administration (OSHA) or other regulatory authorities. All other labor and functions incurred for ecological, environmental and safety matters, including management, administration, and permitting, shall be covered by Sections II.2 (*Labor*), II.5 (*Services*), or Section III (*Overhead*), as applicable.

Costs to provide or have available pollution containment and removal equipment plus actual costs of control and cleanup and resulting responsibilities of oil and other spills as well as discharges from permitted outfalls as required by applicable Laws, or other pollution containment and removal equipment deemed appropriate by the Operator for prudent operations, are directly chargeable.

14. ABANDONMENT AND RECLAMATION

Costs incurred for abandonment and reclamation of the Joint Property, including costs required by lease agreements or by Laws.

15. OTHER EXPENDITURES

Any other expenditure not covered or dealt with in the foregoing provisions of this Section II (*Direct Charges*), or in Section III (*Overhead*) and which is of direct benefit to the Joint Property and is incurred by the Operator in the necessary and proper conduct of the Joint Operations. Charges made under this Section II.15 shall require approval of the Parties, pursuant to Section I.6.A (*General Matters*).

III. OVERHEAD

As compensation for costs not specifically identified as chargeable to the Joint Account pursuant to Section II (*Direct Charges*), the Operator shall charge the Joint Account in accordance with this Section III.

Functions included in the overhead rates regardless of whether performed by the Operator, Operator's Affiliates or third parties and regardless of location, shall include, but not be limited to, costs and expenses of:

- warehousing, other than for warehouses that are jointly owned under this Agreement
- design and drafting (except when allowed as a direct charge under Sections II.13, III.1.A(ii), and III.2, Option B)
- inventory costs not chargeable under Section V (*Inventories of Controllable Material*)
- procurement
- administration
- accounting and auditing
- gas dispatching and gas chart integration



- human resources
- management
- supervision not directly charged under Section II.2 (*Labor*)
- legal services not directly chargeable under Section II.9 (*Legal Expense*)
- taxation, other than those costs identified as directly chargeable under Section II.10 (*Taxes and Permits*)
- preparation and monitoring of permits and certifications; preparing regulatory reports; appearances before or meetings with governmental agencies or other authorities having jurisdiction over the Joint Property, other than On-site inspections; reviewing, interpreting, or submitting comments on or lobbying with respect to Laws or proposed Laws.

Overhead charges shall include the salaries or wages plus applicable payroll burdens, benefits, and Personal Expenses of personnel performing overhead functions, as well as office and other related expenses of overhead functions.

1. OVERHEAD—DRILLING AND PRODUCING OPERATIONS

As compensation for costs incurred but not chargeable under Section II (*Direct Charges*) and not covered by other provisions of this Section III, the Operator shall charge on either:

☒ (**Alternative 1**) Fixed Rate Basis, Section III.1.B.

A. TECHNICAL SERVICES

(i) Except as otherwise provided in Section II.13 (*Ecological Environmental, and Safety*) and Section III.2 (*Overhead – Major Construction and Catastrophe*), or by approval of the Parties pursuant to Section I.6.A (*General Matters*), the salaries, wages, related payroll burdens and benefits, and Personal Expenses for **On-site** Technical Services, including third party Technical Services:

☒ (**Alternative 1 – Direct**) shall be charged direct to the Joint Account.

(ii) Except as otherwise provided in Section II.13 (*Ecological, Environmental, and Safety*) and Section III.2 (*Overhead – Major Construction and Catastrophe*), or by approval of the Parties pursuant to Section I.6.A (*General Matters*), the salaries, wages, related payroll burdens and benefits, and Personal Expenses for **Off-site** Technical Services, including third party Technical Services:

☒ (**Alternative 1 – All Overhead**) shall be covered by the overhead rates.

☐ (**Alternative 2 – All Direct**) shall be charged direct to the Joint Account.

Notwithstanding anything to the contrary in this Section III, Technical Services provided by Operator’s Affiliates are subject to limitations set forth in Section II.7 (*Affiliates*). Charges for Technical personnel performing non-technical work shall not be governed by this Section III.1.A, but instead governed by other provisions of this Accounting Procedure relating to the type of work being performed.

B. OVERHEAD—FIXED RATE BASIS

(1) The Operator shall charge the Joint Account at the following rates per well per month:

Drilling Well Rate per month \$ 40,000.00 (prorated for less than a full month)

Producing Well Rate per month \$ 4,000.00

(2) Application of Overhead—Drilling Well Rate shall be as follows:

(a) Charges for onshore drilling wells shall begin on the spud date and terminate on the date the drilling and/or completion equipment used on the well is released, whichever occurs later. Charges for offshore and inland waters drilling wells shall begin on the date the drilling or completion equipment arrives on location and terminate on the date the drilling or completion equipment moves off location, or is released, whichever occurs first. No charge shall be made during suspension of drilling and/or completion operations for fifteen (15) or more consecutive calendar days.



(b) Charges for any well undergoing any type of workover, recompletion, and/or abandonment for a period of five (5) or more consecutive work-days shall be made at the Drilling Well Rate. Such charges shall be applied for the period from date operations, with rig or other units used in operations, commence through date of rig or other unit release, except that no charges shall be made during suspension of operations for fifteen (15) or more consecutive calendar days.

(3) Application of Overhead—Producing Well Rate shall be as follows:

(a) An active well that is produced, injected into for recovery or disposal, or used to obtain water supply to support operations for any portion of the month shall be considered as a one-well charge for the entire month.

(b) Each active completion in a multi-completed well shall be considered as a one-well charge provided each completion is considered a separate well by the governing regulatory authority.

(c) A one-well charge shall be made for the month in which plugging and abandonment operations are completed on any well, unless the Drilling Well Rate applies, as provided in Sections III.1.B.(2)(a) or (b). This one-well charge shall be made whether or not the well has produced.

(d) An active gas well shut in because of overproduction or failure of a purchaser, processor, or transporter to take production shall be considered as a one-well charge provided the gas well is directly connected to a permanent sales outlet.

(e) Any well not meeting the criteria set forth in Sections III.1.B.(3) (a), (b), (c), or (d) shall not qualify for a producing overhead charge.

(4) The well rates shall be adjusted on the first day of April each year following the effective date of the Agreement; provided, however, if this Accounting Procedure is attached to or otherwise governing the payout accounting under a farmout agreement, the rates shall be adjusted on the first day of April each year following the effective date of such farmout agreement. The adjustment shall be computed by applying the adjustment factor most recently published by COPAS. The adjusted rates shall be the initial or amended rates agreed to by the Parties increased or decreased by the adjustment factor described herein, for each year from the effective date of such rates, in accordance with COPAS MFI-47 (“Adjustment of Overhead Rates”).

2. OVERHEAD—MAJOR CONSTRUCTION AND CATASTROPHE

To compensate the Operator for overhead costs incurred in connection with a Major Construction project or Catastrophe, the Operator shall either negotiate a rate prior to the beginning of the project, or shall charge the Joint Account for overhead based on the following rates for any Major Construction project in excess of the Operator’s expenditure limit under the Agreement, or for any Catastrophe regardless of the amount. If the Agreement to which this Accounting Procedure is attached does not contain an expenditure limit, Major Construction Overhead shall be assessed for any single Major Construction project costing in excess of \$100,000 gross.



Major Construction shall mean the construction and installation of fixed assets, the expansion of fixed assets, and any other project clearly discernible as a fixed asset required for the development and operation of the Joint Property, or in the dismantlement, abandonment, removal, and restoration of platforms, production equipment, and other operating facilities.

Catastrophe is defined as a sudden calamitous event bringing damage, loss, or destruction to property or the environment, such as an oil spill, blowout, explosion, fire, storm, hurricane, or other disaster. The overhead rate shall be applied to those costs necessary to restore the Joint Property to the equivalent condition that existed prior to the event.

A. If the Operator absorbs the engineering, design and drafting costs related to the project:

(1) 5% of total costs if such costs are less than \$100,000; plus

(2) 3% of total costs in excess of \$100,000 but less than \$1,000,000; plus

(3) 2% of total costs in excess of \$1,000,000.

B. If the Operator charges engineering, design and drafting costs related to the project directly to the Joint Account:

(1) 5% of total costs if such costs are less than \$100,000; plus

(2) 3% of total costs in excess of \$100,000 but less than \$1,000,000; plus

(3) 2% of total costs in excess of \$1,000,000.

Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the component parts of a single Major Construction project shall not be treated separately, and the cost of drilling and workover wells and purchasing and installing pumping units and downhole artificial lift equipment shall be excluded. For Catastrophes, the rates shall be applied to all costs associated with each single occurrence or event.

On each project, the Operator shall advise the Non-Operator(s) in advance which of the above options shall apply.

For the purposes of calculating Catastrophe Overhead, the cost of drilling relief wells, substitute wells, or conducting other well operations directly resulting from the catastrophic event shall be included. Expenditures to which these rates apply shall not be reduced by salvage or insurance recoveries. Expenditures that qualify for Major Construction or Catastrophe Overhead shall not qualify for overhead under any other overhead provisions.

In the event of any conflict between the provisions of this Section III.2 and the provisions of Sections II.2 (*Labor*), II.5 (*Services*), or II.7 (*Affiliates*), the provisions of this Section III.2 shall govern.

3. AMENDMENT OF OVERHEAD RATES

The overhead rates provided for in this Section III may be amended from time to time if, in practice, the rates are found to be insufficient or excessive, in accordance with the provisions of Section I.6.B (*Amendments*).

IV. MATERIAL PURCHASES, TRANSFERS, AND DISPOSITIONS

The Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for direct purchases, transfers, and dispositions. The Operator shall provide all Material for use in the conduct of Joint Operations; however, Material may be supplied by the Non-Operators, at the Operator's option. Material furnished by any Party shall be furnished without any express or implied warranties as to quality, fitness for use, or any other matter.

1. DIRECT PURCHASES

Direct purchases shall be charged to the Joint Account at the price paid by the Operator after deduction of all discounts received. The Operator shall make good faith efforts to take discounts offered by suppliers, but shall not be liable for failure to take discounts except to the extent such failure was the result of the Operator's gross negligence or willful misconduct. A direct purchase shall be deemed to occur when an agreement is made between an Operator and a third party for the acquisition of Material for a specific well site or location. Material provided by the Operator under "vendor stocking programs," where the initial use is for a Joint Property and title of the Material does not pass from the manufacturer, distributor, or agent until usage, is considered a direct purchase. If Material is found to be defective or is returned to the manufacturer, distributor, or agent for any other reason, credit shall be passed to the Joint Account within sixty (60) days after the Operator has received adjustment from the manufacturer, distributor, or agent.



2. TRANSFERS

A transfer is determined to occur when the Operator (i) furnishes Material from a storage facility or from another operated property, (ii) has assumed liability for the storage costs and changes in value, and (iii) has previously secured and held title to the transferred Material. Similarly, the removal of Material from the Joint Property to a storage facility or to another operated property is also considered a transfer; provided, however, Material that is moved from the Joint Property to a storage location for safe-keeping pending disposition may remain charged to the Joint Account and is not considered a transfer. Material shall be disposed of in accordance with Section IV.3 (*Disposition of Surplus*) and the Agreement to which this Accounting Procedure is attached.

A. PRICING

The value of Material transferred to/from the Joint Property should generally reflect the market value on the date of physical transfer. Regardless of the pricing method used, the Operator shall make available to the Non-Operators sufficient documentation to verify the Material valuation. When higher than specification grade or size tubulars are used in the conduct of Joint Operations, the Operator shall charge the Joint Account at the equivalent price for well design specification tubulars, unless such higher specification grade or sized tubulars are approved by the Parties pursuant to Section I.6.A (*General Matters*). Transfers of new Material will be priced using one of the following pricing methods; provided, however, the Operator shall use consistent pricing methods, and not alternate between methods for the purpose of choosing the method most favorable to the Operator for a specific transfer:

- (1) Using published prices in effect on date of movement as adjusted by the appropriate COPAS Historical Price Multiplier (HPM) or prices provided by the COPAS Computerized Equipment Pricing System (CEPS).
 - (a) For oil country tubulars and line pipe, the published price shall be based upon eastern mill carload base prices (Houston, Texas, for special end) adjusted as of date of movement, plus transportation cost as defined in Section IV.2.B (*Freight*).
 - (b) For other Material, the published price shall be the published list price in effect at date of movement, as listed by a Supply Store nearest the Joint Property where like Material is normally available, or point of manufacture plus transportation costs as defined in Section IV.2.B (*Freight*).
- (2) Based on a price quotation from a vendor that reflects a current realistic acquisition cost.
- (3) Based on the amount paid by the Operator for like Material in the vicinity of the Joint Property within the previous twelve (12) months from the date of physical transfer.
- (4) As agreed to by the Participating Parties for Material being transferred to the Joint Property, and by the Parties owning the Material for Material being transferred from the Joint Property.

B. FREIGHT

Transportation costs shall be added to the Material transfer price using the method prescribed by the COPAS Computerized Equipment Pricing System (CEPS). If not using CEPS, transportation costs shall be calculated as follows:

- (1) Transportation costs for oil country tubulars and line pipe shall be calculated using the distance from eastern mill to the Railway Receiving Point based on the carload weight basis as recommended by the COPAS MFI-38 ("Material Pricing Manual") and other COPAS MFIs in effect at the time of the transfer.
- (2) Transportation costs for special mill items shall be calculated from that mill's shipping point to the Railway Receiving Point. For transportation costs from other than eastern mills, the 30,000-pound interstate truck rate shall be used. Transportation costs for macaroni tubing shall be calculated based on the interstate truck rate per weight of tubing transferred to the Railway Receiving Point.
- (3) Transportation costs for special end tubular goods shall be calculated using the interstate truck rate from Houston, Texas, to the Railway Receiving Point.
- (4) Transportation costs for Material other than that described in Sections IV.2.B.(1) through (3), shall be calculated from the Supply Store or point of manufacture, whichever is appropriate, to the Railway Receiving Point

Regardless of whether using CEPS or manually calculating transportation costs, transportation costs from the Railway Receiving Point to the Joint Property are in addition to the foregoing, and may be charged to the Joint Account based on actual costs incurred. All transportation costs are subject to Equalized Freight as provided in Section II.4 (*Transportation*) of this Accounting Procedure.

C. TAXES

Sales and use taxes shall be added to the Material transfer price using either the method contained in the COPAS Computerized Equipment Pricing System (CEPS) or the applicable tax rate in effect for the Joint Property at the time and place of transfer. In either case, the Joint Account shall be charged or credited at the rate that would have governed had the Material been a direct purchase.



D. CONDITION

(1) Condition “A” – New and unused Material in sound and serviceable condition shall be charged at one hundred percent (100%) of the price as determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*). Material transferred from the Joint Property that was not placed in service shall be credited as charged without gain or loss; provided, however, any unused Material that was charged to the Joint Account through a direct purchase will be credited to the Joint Account at the original cost paid less restocking fees charged by the vendor. New and unused Material transferred from the Joint Property may be credited at a price other than the price originally charged to the Joint Account provided such price is approved by the Parties owning such Material, pursuant to Section I.6.A (*General Matters*). All refurbishing costs required or necessary to return the Material to original condition or to correct handling, transportation, or other damages will be borne by the divesting property. The Joint Account is responsible for Material preparation, handling, and transportation costs for new and unused Material charged to the Joint Property either through a direct purchase or transfer. Any preparation costs incurred, including any internal or external coating and wrapping, will be credited on new Material provided these services were not repeated for such Material for the receiving property.

(2) Condition “B” – Used Material in sound and serviceable condition and suitable for reuse without reconditioning shall be priced by multiplying the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*) by seventy-five percent (75%).

Except as provided in Section IV.2.D(3), all reconditioning costs required to return the Material to Condition “B” or to correct handling, transportation or other damages will be borne by the divesting property.

If the Material was originally charged to the Joint Account as used Material and placed in service for the Joint Property, the Material will be credited at the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*) multiplied by sixty-five percent (65%).

Unless otherwise agreed to by the Parties that paid for such Material, used Material transferred from the Joint Property that was not placed in service on the property shall be credited as charged without gain or loss.

(3) Condition “C” – Material that is not in sound and serviceable condition and not suitable for its original function until after reconditioning shall be priced by multiplying the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*) by fifty percent (50%).

The cost of reconditioning may be charged to the receiving property to the extent Condition “C” value, plus cost of reconditioning, does not exceed Condition “B” value.

(4) Condition “D” – Material that (i) is no longer suitable for its original purpose but useable for some other purpose, (ii) is obsolete, or (iii) does not meet original specifications but still has value and can be used in other applications as a substitute for items with different specifications, is considered Condition “D” Material. Casing, tubing, or drill pipe used as line pipe shall be priced as Grade A and B seamless line pipe of comparable size and weight. Used casing, tubing, or drill pipe utilized as line pipe shall be priced at used line pipe prices. Casing, tubing, or drill pipe used as higher pressure service lines than standard line pipe, e.g., power oil lines, shall be priced under normal pricing procedures for casing, tubing, or drill pipe. Upset tubular goods shall be priced on a non-upset basis. For other items, the price used should result in the Joint Account being charged or credited with the value of the service rendered or use of the Material, or as agreed to by the Parties pursuant to Section I.6.A (*General Matters*).

(5) Condition “E” – Junk shall be priced at prevailing scrap value prices.

E. OTHER PRICING PROVISIONS

(1) Preparation Costs

Subject to Section II (*Direct Charges*) and Section III (*Overhead*) of this Accounting Procedure, costs incurred by the Operator in making Material serviceable including inspection, third party surveillance services, and other similar services will be charged to the Joint Account at prices which reflect the Operator’s actual costs of the services. Documentation must be provided to the Non-Operators upon request to support the cost of service. New coating and/or wrapping shall be considered a component of the Materials and priced in accordance with Sections IV.1 (*Direct Purchases*) or IV.2.A (*Pricing*), as applicable. No charges or credits shall be made for used coating or wrapping. Charges and credits for inspections shall be made in accordance with COPAS MFI-38 (“Material Pricing Manual”).

(2) Loading and Unloading Costs

Loading and unloading costs related to the movement of the Material to the Joint Property shall be charged in accordance with the methods specified in COPAS MFI-38 (“Material Pricing Manual”).



3. DISPOSITION OF SURPLUS

Surplus Material is that Material, whether new or used, that is no longer required for Joint Operations. The Operator may purchase, but shall be under no obligation to purchase, the interest of the Non-Operators in surplus Material.

Dispositions for the purpose of this procedure are considered to be the relinquishment of title of the Material from the Joint Property to either a third party, a Non-Operator, or to the Operator. To avoid the accumulation of surplus Material, the Operator should make good faith efforts to dispose of surplus within twelve (12) months through buy/sale agreements, trade, sale to a third party, division in kind, or other dispositions as agreed to by the Parties.

Disposal of surplus Materials shall be made in accordance with the terms of the Agreement to which this Accounting Procedure is attached. If the Agreement contains no provisions governing disposal of surplus Material, the following terms shall apply:

- The Operator may, through a sale to an unrelated third party or entity, dispose of surplus Material having a gross sale value that is less than or equal to the Operator's expenditure limit as set forth in the Agreement to which this Accounting Procedure is attached without the prior approval of the Parties owning such Material.
- If the gross sale value exceeds the Agreement expenditure limit, the disposal must be agreed to by the Parties owning such Material.
- Operator may purchase surplus Condition "A" or "B" Material without approval of the Parties owning such Material, based on the pricing methods set forth in Section IV.2 (*Transfers*).
- Operator may purchase Condition "C" Material without prior approval of the Parties owning such Material if the value of the Materials, based on the pricing methods set forth in Section IV.2 (*Transfers*), is less than or equal to the Operator's expenditure limitation set forth in the Agreement. The Operator shall provide documentation supporting the classification of the Material as Condition C.
- Operator may dispose of Condition "D" or "E" Material under procedures normally utilized by Operator without prior approval of the Parties owning such Material.

4. SPECIAL PRICING PROVISIONS

A. PREMIUM PRICING

Whenever Material is available only at inflated prices due to national emergencies, strikes, government imposed foreign trade restrictions, or other unusual causes over which the Operator has no control, for direct purchase the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in providing such Material, making it suitable for use, and moving it to the Joint Property. Material transferred or disposed of during premium pricing situations shall be valued in accordance with Section IV.2 (*Transfers*) or Section IV.3 (*Disposition of Surplus*), as applicable.

B. SHOP-MADE ITEMS

Items fabricated by the Operator's employees, or by contract laborers under the direction of the Operator, shall be priced using the value of the Material used to construct the item plus the cost of labor to fabricate the item. If the Material is from the Operator's scrap or junk account, the Material shall be priced at either twenty-five percent (25%) of the current price as determined in Section IV.2.A (*Pricing*) or scrap value, whichever is higher. In no event shall the amount charged exceed the value of the item commensurate with its use.

C. MILL REJECTS

Mill rejects purchased as "limited service" casing or tubing shall be priced at eighty percent (80%) of K-55/J-55 price as determined in Section IV.2 (*Transfers*). Line pipe converted to casing or tubing with casing or tubing couplings attached shall be priced as K-55/J-55 casing or tubing at the nearest size and weight.

V. INVENTORIES OF CONTROLLABLE MATERIAL

The Operator shall maintain records of Controllable Material charged to the Joint Account, with sufficient detail to perform physical inventories.

Adjustments to the Joint Account by the Operator resulting from a physical inventory of Controllable Material shall be made within twelve (12) months following the taking of the inventory or receipt of Non-Operator inventory report. Charges and credits for overages or shortages will be valued for the Joint Account in accordance with Section IV.2 (*Transfers*) and shall be based on the Condition "B" prices in effect on the date of physical inventory unless the inventorying Parties can provide sufficient evidence another Material condition applies.



1 **1. DIRECTED INVENTORIES**

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3 Physical inventories shall be performed by the Operator upon written request of a majority in working interests of the Non-Operators
4 (hereinafter, “directed inventory”); provided, however, the Operator shall not be required to perform directed inventories more frequently
5 than once every five (5) years. Directed inventories shall be commenced within one hundred eighty (180) days after the Operator receives
6 written notice that a majority in interest of the Non-Operators has requested the inventory. All Parties shall be governed by the results of
7 any directed inventory.

8
9 Expenses of directed inventories will be borne by the Joint Account; provided, however, costs associated with any post-report follow-up
10 work in settling the inventory will be absorbed by the Party incurring such costs. The Operator is expected to exercise judgment in keeping
11 expenses within reasonable limits. Any anticipated disproportionate or extraordinary costs should be discussed and agreed upon prior to
12 commencement of the inventory. Expenses of directed inventories may include the following:

- 13
14 A. A per diem rate for each inventory person, representative of actual salaries, wages, and payroll burdens and benefits of the personnel
15 performing the inventory or a rate agreed to by the Parties pursuant to Section I.6.A (*General Matters*). The per diem rate shall also
16 be applied to a reasonable number of days for pre-inventory work and report preparation.
17
18 B. Actual transportation costs and Personal Expenses for the inventory team.
19
20 C. Reasonable charges for report preparation and distribution to the Non-Operators.
21

22 **2. NON-DIRECTED INVENTORIES**

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24 A. OPERATOR INVENTORIES

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26 Physical inventories that are not requested by the Non-Operators may be performed by the Operator, at the Operator’s discretion. The
27 expenses of conducting such Operator-initiated inventories shall not be charged to the Joint Account.
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29 B. NON-OPERATOR INVENTORIES

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31 Subject to the terms of the Agreement to which this Accounting Procedure is attached, the Non-Operators may conduct a physical
32 inventory at reasonable times at their sole cost and risk after giving the Operator at least ninety (90) days prior written notice. The
33 Non-Operator inventory report shall be furnished to the Operator in writing within ninety (90) days of completing the inventory
34 fieldwork.
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36 C. SPECIAL INVENTORIES

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38 The expense of conducting inventories other than those described in Sections V.1 (*Directed Inventories*), V.2.A (*Operator*
39 *Inventories*), or V.2.B (*Non-Operator Inventories*), shall be charged to the Party requesting such inventory; provided, however,
40 inventories required due to a change of Operator shall be charged to the Joint Account in the same manner as described in Section
41 V.1 (*Directed Inventories*).
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EXHIBIT "D"

Attached to and made a part of that certain Offshore Operating Agreement dated effective _____, 20____, by and between _____, as Operator, and _____, as Non-Operators.

Non-Discrimination Provisions

During the performance of this Agreement, the "contractor" (meaning and referring separately to each party hereto) agrees, unless exempt therefrom to comply with all provisions of Executive Order 11246 which are incorporated herein by reference, and (a) if contractor has more than 50 employees or contracts with another party hereto in excess of \$10,000, contractor must file Standard Form 100 (EEO 1), (b) if contractor has 50 or more employees and a contract of \$50,000 or more, contractor is required to develop a written "Affirmative Action Compliance Program" for each of its establishments according to the Rules and Regulations published by the United States Department of Labor in 41 CFR, Chapter 60. Further, contractor hereby certifies that it does not now and will not maintain any facilities provided for its employees in a segregated manner or permit its employees to perform their services at any location under its control where segregated facilities are maintained, as such segregated facilities are defined in Title 41, Chapter 60 1.8, Code of Federal Regulations, revised as of January 1, 1969, unless exempt therefrom. Contractor further warrants that no other law, regulation or ordinance of the United States, or any state, or any governmental authority or agency has been violated in the manufacture, procurement or sale of any good furnished, work performed or service rendered pursuant to this contract.

Unless exempt by rules, regulations or orders of the United States Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246, dated September 24, 1965, during the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraph (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (8) Contractor agrees and covenants that none of its employees or employees of its subcontractors who provided services pursuant to this contract are unauthorized aliens, as defined in the Immigration, Reform and Control Act of 1986.

[End of Exhibit "D"]

EXHIBIT "E"

Attached to and made a part of that certain Offshore Operating Agreement dated effective _____, 20__, by and between _____, as Operator, and _____, as Non-Operators.

GAS BALANCING PROVISIONS**1. DEFINITIONS**

The following definitions shall apply to this Agreement:

1.01 "Arm's Length Agreement" shall mean any gas sales agreement with an unaffiliated purchaser or any gas sales agreement with an affiliated purchaser where the sales price and delivery conditions under such agreement are representative of prices and delivery conditions existing under other similar agreements in the area between unaffiliated parties at the same time for natural gas of comparable quality and quantity.

1.02 "Balancing Area" shall mean (**select one**):

☒ each well drilled pursuant to **the Lease** that produces Gas or is allocated a share of Gas production. If a single well is completed in two or more producing intervals, each producing interval from which the Gas production is not commingled in the wellbore shall be considered a separate well.

☐ all the acreage and depths subject to the Operating Agreement.

☐ _____

1.03 "Full Share of Current Production" shall mean the Percentage Interest of each Party in the Gas actually produced from the Balancing Area during each month.

1.04 "Gas" shall mean all hydrocarbons produced or producible from the Balancing Area, whether from a well classified as an oil well or gas well by the regulatory agency having jurisdiction in such matters, which are or may be made available for sale or separate disposition by the Parties, excluding oil, condensate and other liquids recovered by field equipment operated for the joint account. "Gas" does not include gas used in joint operations, such as for fuel, recycling or reinjection, or which is vented or lost before its sale or delivery from the Balancing Area.

1.05 "Makeup Gas" shall mean any Gas taken by an Underproduced Party from the Balancing Area in excess of its Full Share of Current Production, whether pursuant to Section 3.3 or Section 4.1 hereof.

1.06 "Mcf" shall mean one thousand cubic feet. A cubic foot of Gas shall mean the volume of gas contained in one cubic foot of space at a standard pressure base and at a standard temperature base.

1.07 "MMBtu" shall mean one million British Thermal Units. A British Thermal Unit shall mean the quantity of heat required to raise one pound avoirdupois of pure water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit at a constant pressure of 14.73 pounds per square inch absolute.

1.08 "Operator" shall mean the individual or entity designated as the operator of the well(s) located in the Balancing Area.

1.09 "Overproduced Party" shall mean any Party having taken a greater quantity of Gas from the Balancing Area than the Percentage interest of such Party in the cumulative quantity of all Gas produced from the Balancing Area.

1.10 "Overproduction" shall mean the cumulative quantity of Gas taken by a Party in excess of its Percentage Interest in the cumulative quantity of all Gas produced from the Balancing Area.

1.11 "Party" shall mean those individuals or entities subject to this Agreement, and their respective heirs, successors, transferees and assigns.

1.12 "Percentage Interest" shall mean the percentage or decimal interest of each Party in the Gas produced from the Balancing Area pursuant to the Lease covering the Balancing Area.

1.13 ("Intentionally Deleted")

1.14 "Underproduced Party" shall mean any Party having taken a lesser quantity of Gas from the Balancing Area than the Percentage Interest of such Party in the cumulative quantity of all Gas produced from the Balancing Area.

1.15 "Underproduction" shall mean the deficiency between the cumulative quantity of Gas taken by a Party and its

Percentage Interest in the cumulative quantity of all Gas produced from the Balancing Area.

- 1.16 ☐ (Optional) "Winter Period" shall mean the month(s) of November and December in one calendar year and the month(s) of January and February in the succeeding calendar year.

2. BALANCING AREA

2.1 If this Agreement covers more than one Balancing Area, it shall be applied as if each Balancing Area were covered by separate but identical agreements. All balancing hereunder shall be on the basis of Gas taken from the Balancing Area measured in (Alternative 1) ☐ Mcfs or (Alternative 2) ☒ MMBtus.

3. RIGHT OF PARTIES TO TAKE GAS

3.1 Each Party desiring to take Gas will notify the Operator, or cause the Operator to be notified, of the volumes nominated, the name of the transporting pipeline and the pipeline contract number (if available) and meter station relating to such delivery, sufficiently in advance for the Operator, acting with reasonable diligence, to meet all nomination and other requirements. Operator is authorized to deliver the volumes so nominated and confirmed (if confirmation is required) to the transporting pipeline in accordance with the terms of this Agreement. Operator shall provide each Party with an estimate of its Full Share of Current Production and the estimated sustainable Gas volumes for Makeup Gas by the 15th calendar day of the month before the month of production. The Parties recognize that Operator's estimates are no more than estimates, and that these estimated volumes may vary from the actual Gas sales volumes during the month. Operator will, insofar as reasonably possible and practical, notify (by telephone or facsimile) the Parties of significant variances in production volumes relative to nominations where these variances could be reasonably expected to result in penalties being imposed by pipeline/purchases. Operator will notify all the parties of scheduled operations that will impact sustained production.

3.2 Each Party shall make a reasonable, good faith effort to take its Full Share of Current Production each month, to the extent that such production is required to maintain leases in effect, to protect the producing capacity of a well or reservoir, to preserve correlative rights, or to maintain oil production.

3.3 When a Party fails for any reason to take its Full Share of Current Production (as such Share may be reduced by the right of the other Parties to make up for Underproduction as provided herein), the other Parties shall be entitled to take any Gas which such Party fails to take. To the extent practicable, such Gas shall be made available initially to each Underproduced Party in the proportion that its Percentage Interest in the Balancing Area bears to the total Percentage Interests of all Underproduced Parties desiring to take such Gas. If all such Gas is not taken by the Underproduced Parties, the portion not taken shall then be made available to the other Parties in the proportion that their respective Percentage Interests in the Balancing Area bear to the total Percentage Interests of such Parties.

3.4 All Gas taken by a Party in accordance with the provisions of this Agreement, regardless of whether such Party is underproduced or overproduced, shall be regarded as Gas taken for its own account with title thereto being in such taking Party.

3.5 Notwithstanding the provisions of Section 3.3 hereof, no Overproduced Party shall be entitled in any month to take any Gas in excess of three hundred percent (300%) of its Percentage Interest of the Balancing Area's then-current Maximum Monthly Availability; provided, however, that this limitation shall not apply to the extent that it would preclude production that is required to maintain leases in effect, to protect the producing capacity of a well or reservoir, to preserve correlative rights, or to maintain oil production. "Maximum Monthly Availability" shall mean the maximum average monthly rate of production at which Gas can be delivered from the Balancing Area, as determined by the Operator, considering the maximum efficient well rate for each well within the Balancing Area, the maximum allowable(s) set by the appropriate regulatory agency, mode of operation, production facility capabilities and pipeline pressures.

3.6 In the event that a Party fails to make arrangements to take its Full Share of Current Production required to be produced to maintain leases in effect, to protect the producing capacity of a well or reservoir, to preserve correlative rights, or to maintain oil production, the Operator may sell any part of such Party's Full Share of Current Production that such Party fails to take for the account of such Party and render to such Party, on a current basis, the full proceeds of the sale, less any reasonable marketing, compression, treating, gathering or transportation costs incurred directly in connection with the sale of such Full Share of Current Production. In making the sale contemplated herein, the Operator shall be obliged only to obtain such price and conditions for the sale as are reasonable under the circumstances and shall not be obliged to share any of its markets. Any such sale by Operator under the terms hereof shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one year. Notwithstanding the provisions of Article 3.4 hereof, Gas sold by Operator for a Party under the provisions hereof shall be deemed to be Gas taken for the account of such Party. Notwithstanding anything contained herein to the contrary, no agency relationship or other relationship of trust and confidence shall be created by such sale, and Operator's sale of production under the terms hereof shall be subject to the terms of Section 12.3 hereof.

4. IN-KIND BALANCING

4.1 Effective the first day of any calendar month following at least thirty(³⁰⁾) days' prior written notice to the Operator, any Underproduced Party may begin taking, in addition to its Full Share of Current

Production and any Makeup Gas taken pursuant to Section 3.3 of this Agreement, a share of current production determined by multiplying fifty percent (50%) of the Full Shares of Current Production of all Overproduced Parties by a fraction, the numerator of which is the Percentage Interest of such Underproduced Party and the denominator of which is the total of the Percentage Interests of all Underproduced Parties desiring to take Makeup Gas. In no event will an Overproduced Party be required to provide more than fifty percent (50%) of its Full Share of Current Production for Makeup Gas. The Operator will promptly notify all Overproduced Parties of the election of an Underproduced Party to begin taking Makeup Gas.

~~4.2 ☐ (Optional - Seasonal Limitation on Makeup - Option 1) Notwithstanding the provisions of Section 4.1, the average monthly amount of Makeup Gas taken by an Underproduced Party during the Winter Period pursuant to Section 4.1 shall not exceed the average monthly amount of Makeup Gas taken by such Underproduced Party during the _____ (_____) months immediately preceding the Winter Period.~~

4.2 ☐ (Optional - Seasonal Limitation on Makeup - Option 2) Notwithstanding the provisions of Section 4.1, no Overproduced Party will be required to provide more than twenty-five percent percent (25%) of its Full Share of Current Production for Makeup Gas during the Winter Period.

~~4.3 ☐ (Optional) Notwithstanding any other provision of this Agreement, at such time and for so long as Operator, or (insofar as concerns production by the Operator) any Underproduced Party, determines in good faith that an Overproduced Party has produced all its share of the ultimately recoverable reserves in the Balancing Area, such Overproduced Party may be required to make available for Makeup Gas, on the demand of the Operator or any Underproduced Party, up to _____ percent (_____) of such Overproduced Party's Full Share of Current Production.~~

5. STATEMENT OF GAS BALANCES

5.1 The Operator will maintain appropriate accounting on a monthly and cumulative basis of the volumes of Gas that each Party is entitled to receive and the volumes of Gas actually taken or sold for each Party's account. Within forty-five (45) days after the month of production, the Operator will furnish a statement for such month showing (1) each Party's Full Share of Current Production, (2) the total volume of Gas actually taken or sold for each Party's account, (3) the difference between the volume taken by each Party and that Party's Full Share of Current Production, (4) the Overproduction or Underproduction of each Party, and (5) other data as recommended by the provisions of the Council of Petroleum Accountants Societies Bulletin No.24, as amended or supplemented hereafter. Each Party taking Gas will promptly provide to the Operator any data required by the Operator for preparation of the statements required hereunder.

5.2 If any Party fails to provide the data required herein for four (4) consecutive production months, the Operator, or where the Operator has failed to provide data, another Party, may audit the production and Gas sales and transportation volumes of the non-reporting Party to provide the required data. Such audit shall be conducted only after reasonable notice and during normal business hours in the office of the Party whose records are being audited. All costs associated with such audit will be charged to the account of the Party failing to provide the required data.

6. PAYMENTS ON PRODUCTION

6.1 Each Party taking Gas shall pay or cause to be paid all production and severance taxes due on all volumes of Gas actually taken by such Party.

6.2 (Intentionally Deleted)

~~6.2.1 ☐ (Optional - For use only with Section 6.2 - Alternative I - Entitlement) On written request of a Party taking less than its Full Share of Current Production in a given month ("Current Underproducer"), any Party taking more than its Full Share of Current Production in such month ("Current Overproducer") will pay to such Current Underproducer an amount each month equal to the Royalty percentage of the proceeds received by the Current Overproducer for that portion of the Current Underproducer's Full Share of Current Production taken by the Current Overproducer; provided, however, that such payment will not exceed the Royalty percentage that is common to all Royalty burdens in the Balancing Area. Payments made pursuant to this Section 6.2.1 will be deemed payments to the Underproduced Party's Royalty owners for purposes of Section 7.5.~~

~~6.2 ☐ (Alternative 2 - Sales) Each Party shall pay or cause to be paid Royalty due with respect to Royalty owners to whom it is accountable based on the volume of Gas actually taken for its account.~~

6.3 (Intentionally Deleted)

7. CASH SETTLEMENTS

7.1 On the earlier of the plugging and abandonment of the last producing interval in the Balancing Area, or at any time no Gas is taken from the Balancing Area for a period of twelve (12) consecutive months, any Party may give written notice calling for cash Settlement of the Gas production imbalances among the Parties. Such notice shall be given to all Parties in the Balancing Area.

7.2 Within ninety (90) days after the notice calling for cash settlement under Section 7.1, the Operator will distribute to each Party a Final Gas Settlement Statement detailing the quantity of Overproduction owed by each Overproduced Party to each Underproduced Party and identifying the month to which such Overproduction is attributed, pursuant to the methodology set out in Section 7.4.

7.3 ■ **(Alternative 1 - Direct Party-to-Party Settlement)** Within ninety (90) days after receipt of the Final Gas Settlement Statement, each Overproduced Party will pay to each Underproduced Party entitled to settlement the appropriate cash Settlement, accompanied by appropriate accounting detail. At the time of payment, the Overproduced Party will notify the Operator of the Gas imbalance settled by the Overproduced Party's payment.

~~7.3 □ **(Alternative 2 - Settlement Through Operator)** Within sixty (60) days after receipt of the Final Gas Settlement Statement, each Overproduced Party will send its cash settlement, accompanied by appropriate accounting detail, to the Operator. The Operator will distribute the monies so received, along with any settlement owed by the Operator as an Overproduced Party, to each Underproduced Party to whom settlement is due within ninety (90) days after issuance of the Final Gas Settlement Statement. In the event that any Overproduced Party fails to pay any settlement due hereunder, the Operator may turn over responsibility for the collection of such settlement to the Party to whom it is owed, and the Operator will have no further responsibility with regard to such settlement.~~

~~7.3.1 □ **(Optional - For use only with Section 7.3, Alternative 2 - Settlement Through Operator)** Any Party shall have the right at any time on thirty (30) days' prior written notice to all other Parties to demand that any settlements due such Party for Overproduction be paid directly to such Party by the Overproduced Party, rather than being paid through the Operator. In the event that an Overproduced Party pays the Operator any sums due to an Underproduced Party at any time after thirty (30) days following the receipt of the notice provided for herein, the Overproduced Party will continue to be liable to such Underproduced Party for any sums so paid, until payment is actually received by the Underproduced Party.~~

7.4 ■ **(Alternative 1 - Historical Sales Basis)** The amount of the cash settlement will be based on the proceeds received by the Overproduced Party under an Arm's Length Agreement for the Gas taken from time to time by the Overproduced Party in excess of the Overproduced Party's Full Share of Current Production. Any Makeup Gas taken by the Underproduced Party before monetary settlement hereunder will be applied to offset Overproduction chronologically in the order of accrual. The method of valuation for cash settlement will be First In First Out (FIFO).

~~7.4 □ **(Alternative 2 - Most Recent Sales Basis)** The amount of the cash settlement will be based on the proceeds received by the Overproduced Party under an Arm's Length Agreement for the volume of Gas that constituted Overproduction by the Overproduced Party from the Balancing Area. For the purpose of implementing the cash settlement provision of the Section 7, an Overproduced Party will not be considered to have produced any of an Underproduced Party's share of Gas until the Overproduced Party has produced cumulatively all its Percentage Interest share of the Gas ultimately produced from the Balancing Area.~~

7.5 The values used for calculating the cash settlement under Section 7.4 will include all proceeds received for the sale of the Gas by the Overproduced Party calculated at the Balancing Area, after deducting any production or severance taxes paid as well as any reasonable marketing, compression, treating, gathering or transportation costs incurred directly in connection with the sale of the Overproduction.

7.5.1 ■ **(Optional - For Valuation Under Percentage of Proceeds Contracts)** For Overproduction sold under a gas purchase contract providing for payment based on a percentage of the proceeds obtained by the purchaser on resale of residue gas and liquid hydrocarbons extracted at a gas processing plant, the values used for calculating cash settlement will include proceeds received by the Overproduced Party for both the liquid hydrocarbons and the residue gas attributable to the Overproduction.

~~7.5.2 □ **(Optional - Valuation for Processed Gas - Option 1)** For Overproduction processed for the account of the Overproduced Party at a gas processing plant for the extraction of liquid hydrocarbons, the full quantity of the Overproduction will be valued for purposes of cash settlement at the prices received by the Overproduced Party for the sale of the residue gas attributable to the Overproduction without regard to proceeds attributable to liquid hydrocarbons which may have been extracted from the Overproduction.~~

7.5.2 ■ **(Optional - Valuation for Processed Gas - Option 2)** For Overproduction processed for the account of the Overproduced Party at a gas processing plant for the extraction of liquid hydrocarbons, the values used for calculating cash settlement will include the proceeds received by the Overproduced Party for the sale of the liquid hydrocarbons extracted from the Overproduction, less the actual reasonable costs incurred by the Overproduced Party to process the Overproduction and to transport, fractionate and handle the liquid hydrocarbons extracted therefrom before sale.

7.6 To the extent the Overproduced Party did not sell all Overproduction under an Arm's Length Agreement, the cash settlement will be based on the weighted average price received by the Overproduced Party for any gas sold from the Balancing Area under Arm's Length Agreements during the months to which such Overproduction is attributed. In the event that no sales under Arm's Length Agreements were made during any such month, the cash settlement for such month will be based on the simple average of the spot sales prices published for the applicable geographic area in the first issue of Inside F.E.R.C.'s Gas Market Report, *Natural Gas Week and Natural Gas Intelligence for such month. Should these publications cease to exist, a mutually acceptable pricing bulletin shall be used. * published by McGraw Hill for deliveries at Henry Hub, subject to reasonable base adjustments between the point of delivery to the applicable pipeline transportation system and the point at which the index price applies

7.7 Interest compounded at the rate of Prime rate in effect at Citibank N.A. of New York, plus one percent (1%) per annum or the maximum lawful percent (____%)

rate of interest applicable to the Balancing Area, whichever is less, will accrue for all amounts due under Section 7.1 beginning the first day following the date payment is due pursuant to Section 7.3. Such interest shall be borne by the Operator or any Overproduced Party in the proportion that their respective delays beyond the deadlines set out in Sections 7.2 and 7.3 contributed to the accrual of the interest.

7.8 In lieu of the cash settlement required by Section 7.3, an Overproduced Party may deliver to the Underproduced Party an offer to settle its Overproduction in-kind and at such rates, quantities, times and sources as may be agreed on by the Underproduced Party. If the Parties are unable to agree on the manner in which such in-kind settlement gas will be furnished within ninety (90) days after the Overproduced Party's offer to settle in kind, which period may be extended by agreement of said Parties, the Overproduced Party shall make a cash settlement as provided in Section 7.3. The making of an in-kind settlement offer under this Section 7.8 will not delay the accrual of interest on the cash settlement should the Parties fail to reach agreement on an in-kind settlement.

~~7.9 (Optional Interim Cash Balancing) At any time during the term of this Agreement, any Overproduced Party may, in its sole discretion, make cash settlement(s) with the Underproduced Parties covering all or part of its outstanding Gas imbalance, provided that such settlements must be made with all Underproduced Parties proportionately based on the relative imbalances of the Underproduced Parties, and provided further that such settlements may not be made more often than once every twenty-four (24) months. Such settlements will be calculated in the same manner provided above for final cash settlements. The Overproduced Party will provide Operator a detailed accounting of any such cash settlement within thirty (30) days after the settlement is made..~~

8. TESTING

Notwithstanding any provision of this Agreement to the contrary, any Party shall have the right, from time to time, to produce and take up to one hundred percent (100%) of a well's entire Gas stream to meet the reasonable deliverability test(s) required by such Party's Gas purchaser, and the right to take any Makeup Gas shall be subordinate to the right of any Party to conduct such tests; provided, however, that such tests shall be conducted in accordance with prudent operating practices only after thirty (30) days' prior written notice to the Operator and shall last no longer than seventy-two (72) hours. Consent of parties then taking all or any part of their share of gas shall be required to conduct testing during Winter Period.

9. OPERATING COSTS (Intentionally Deleted)

10. LIQUIDS

The Parties shall share proportionately in and own all liquid hydrocarbons recovered with Gas by field equipment operated for the joint account in accordance with their Percentage Interests in the Balancing Area.

11. AUDIT RIGHTS

Notwithstanding any provision in this Agreement or any other agreement between the Parties hereto, and further notwithstanding any termination or cancellation of this Agreement, for a period of two (2) years from the end of the calendar year in which any information to be furnished under Section 5 or 7 hereof is supplied, any Party shall have the right to audit the records of any other Party regarding quantity, including but not limited to information regarding Btu-content. Any Underproduced Party shall have the right for a period of two (2) years from the end of the calendar year in which any cash settlement is received pursuant to Section 7 to audit the records of any Overproduced Party as to all matters concerning values, including but not limited to information regarding prices and disposition of Gas from the Balancing Area. Any such audit shall be conducted at the expense of the Party or Parties desiring such audit, and shall be conducted, after reasonable notice, during normal business hours in the office of the Party whose records are being audited. Each Party hereto agrees to maintain records as to the volumes and prices of Gas sold each month and the volumes of Gas used in its own operations, along with the Royalty paid on any such Gas used by a Party in its own operations. The audit rights provided for in this Section 11 shall be in addition to those provided for in Section 5.2 of this Agreement, but any statements rendered by Operator shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar year, unless with the said twenty-four (24) month period an Underproduced Party takes written exception thereto and makes claim on Overproduced Party for adjustment.

12. MISCELLANEOUS

12.1 As between the Parties, in the event of any conflict between the provisions of this Agreement and the provisions of any gas sales contract, or in the event of any conflict between the provisions of this Agreement and the provisions of the **Lease**, the provisions of this Agreement shall govern.

12.2 Each Party agrees to defend, indemnify and hold harmless all other Parties from and against any and all liability for any claims, which may be asserted by any third party which now or hereafter stands in a contractual relationship with such indemnifying Party and which arise out of the operation of this Agreement or any activities of such indemnifying Party under the provisions of this Agreement, and does further agree to save the other Parties harmless from all judgments or damages sustained and costs incurred in connection therewith.

12.3 Except as otherwise provided in this Agreement, Operator is authorized to administer the provisions of this

Agreement, but shall have no liability to the other Parties for losses sustained or liability incurred which arise out of or in connection with the performance of Operator's duties hereunder, except such as may result from Operator's gross negligence or willful misconduct. Operator shall not be liable to any Underproduced Party for the failure of any Overproduced Party, (other than Operator) to pay any amounts owed pursuant to the terms hereof.

12.4 This Agreement shall remain in full force and effect for as long as the **Lease** shall remain in force and effect as to the Balancing Area, and thereafter until the Gas accounts between the Parties are settled in full, and shall inure to the benefit of and be binding on the Parties hereto, and their respective heirs, successors, legal representatives and assigns, if any. The Parties hereto agree to give notice of the existence of this Agreement to any successor in interest of any such Party and to provide that any such successor shall be bound by this Agreement, and shall further make any transfer of any interest subject to the **Lease**, or any part thereof, also subject to the terms of this Agreement.

12.5 Unless the context clearly indicates otherwise, words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine.

12.6 In the event that any "Optional" provision of this Agreement is not adopted by the Parties to this Agreement by a typed, printed or handwritten indication, such provision shall not form a part of this Agreement, and no inference shall be made concerning the intent of the Parties in such event. In the event that any "Alternative" provision of this Agreement is not so adopted by the Parties, Alternative 1 in each such instance shall be deemed to have been adopted by the Parties as a result of any such omission. In those cases where it is indicated that an Optional provision may be used only if a specific Alternative is selected: (i) an election to include said Optional provision shall not be effective unless the Alternative in question is selected; and (ii) the election to include said Optional provision must be expressly indicated hereon, it being understood that the selection of an Alternative either expressly or by default as provided herein shall not, in and of itself, constitute an election to include an associated Optional provision.

12.7 This Agreement shall bind the Parties in accordance with the provisions hereof, and nothing herein shall be construed or interpreted as creating any rights in any person or entity not a signatory hereto, or as being a stipulation in favor of any such person or entity.

12.8 If contemporaneously with this Agreement becoming effective, or thereafter, any Party requests that any other Party execute an appropriate memorandum or notice of this Agreement in order to give third parties notice of record of same and submits same for execution in recordable form, such memorandum or notice shall be duly executed by the Party to which such request is made and delivered promptly thereafter to the Party making the request. On receipt, the Party making the request shall cause the memorandum or notice to be duly recorded in the appropriate real property or other records affecting the Balancing Area.

12.9 In the event federal tax regulations require a uniform method of computing taxable income by all Parties, the Parties agree to negotiate in good faith to develop such a uniform method that is in accordance with the requirement of said tax regulations.

13. ASSIGNMENT AND RIGHTS ON ASSIGNMENT

13.1 Subject to the provisions of Sections 13.2 (if elected) and 13.3 hereof, and notwithstanding anything in this Agreement or in the Operating Agreement to the contrary, if any Party assigns (including any sale, exchange or other transfer) any of its working interest in the Balancing Area when such Party is an Underproduced or Overproduced Party, the assignment or other act of transfer shall, insofar as the Parties hereto are concerned, include all interest of the assigning or transferring Party in the Gas, all rights to receive or obligations to provide or take Makeup Gas and all rights to receive or obligations to make any monetary payment which may ultimately be due hereunder, as applicable. Operator and each of the other Parties hereto shall thereafter treat the assignment accordingly, and the assigning or transferring Party shall look solely to its assignee or other transferee for any interest in the Gas or monetary payment that such Party may have or to which it may be entitled, and shall cause its assignee or other transferee to assume its obligations hereunder.

13.2 **■ (Optional - Cash Settlement on Assignment)** Notwithstanding anything in this Agreement (including but not limited to the provisions of Section 13.1 hereof) or in the Operating Agreement to the contrary, and subject to the provisions of Section 13.3 hereof, in the event an Overproduced Party intends to sell, assign, exchange or otherwise transfer any of its interest in a Balancing Area, such Overproduced Party shall notify in writing the other working interest owners who are Parties hereto in such Balancing Area of such fact at least sixty(60) days after closing the

transaction. Such notice shall contain a preliminary gas settlement statement detailing the quantity of Overproduction owed by the Overproduced Party to each Underproduced Party and the value of such Overproduction, calculated in accordance with Section 7.4 and 7.6 hereof. Thereafter, any Underproduced Party may demand from such Overproduced Party in writing, within sixty(60) days after receipt of the Overproduced Party's notice, a cash settlement of its Underproduction from the Balancing Area. The Operator shall be notified of any such demand and of any cash settlement pursuant to this Section 13, and the Overproduction and Underproduction of each Party shall be adjusted accordingly. Any cash settlement pursuant to this Section 13 shall be paid by the Overproduced Party ~~on or before the earlier to occur (i) of sixty (60) days after receipt of the Underproduced Party's demand or (ii) within 120 days after the closing of the transaction in which the Overproduced Party sells, assigns, exchanges or otherwise transfers its interest in a Balancing Area on the same basis as otherwise set forth in~~

Sections 7.3 through 7.6 hereof, and shall bear interest at the rate set forth in Section 7.7 hereof, beginning ~~sixty (60) days~~ following the 121st day after closing of

~~after~~ the Overproduced Party's sale, assignment, exchange or transfer of its interest in the Balancing Area for any amounts not paid. Provided, however, if any Underproduced Party does not so demand such cash settlement of its Underproduction from the Balancing Area, such Underproduced Party shall look exclusively to the assignee or other successor in interest of the Overproduced Party giving notice hereunder for the satisfaction of such Underproduced Party's Underproduction in accordance with the provisions of Section 13.1 hereof.

13.3 The provisions of this Section 13 shall not be applicable in the event any Party mortgages its interest or disposes of its interest by merger, reorganization, consolidation or sale of substantially all its assets to a subsidiary or parent company, or to any company in which any parent or subsidiary of such Party owns a majority of the stock of such company.

EXHIBIT "F"

Attached to and made a part of that certain Offshore Operating Agreement dated effective _____, 20__, by and between _____, as Operator, and _____, as Non-Operators.

MEMORANDUM OF OPERATING AGREEMENT AND FINANCING STATEMENT

To be filed in the conveyance records and in the mortgage records and as a non-standard financing statement in accordance with Paragraph 6.0 herein.

- 1.0 This Memorandum of Operating Agreement and Financing Statement (this "Memorandum") is effective as of the effective date of the Operating Agreement referred to in Paragraph 2.0 below and is executed by the undersigned, duly authorized representative of [_____] (the "Operator"), and is executed by the undersigned, duly authorized representatives of [_____] , [_____] , [_____] , and [_____] (the "Non-Operators"). Operator and Non-Operators may be referred to herein individually as a "Party" and together as the "Parties".
- 2.0 The Operator and Non-Operators are Parties to that certain Operating Agreement effective _____, 20__ (the "Operating Agreement"), which Operating Agreement provides for the exploration, development and operation of the oil and gas leases described in Exhibit "A" of the Operating Agreement (hereinafter called the "Contract Area") and which designates [_____] , as the Operator, to conduct such operations for itself and the Non-Operators.
- 3.0 Among other provisions, the Operating Agreement (a) provides for certain liens, mortgages, pledges and security interests to secure payment by the Parties of their respective share of costs and other obligations under the Operating Agreement, (b) contains an Accounting Procedure, which establishes, among other things, interest to be charged on indebtedness, certain costs, and other expenses under the Operating Agreement at the rate set forth therein, and (c) includes non-consent clauses which establish that Parties who elect not to participate in certain operations shall (i) be deemed to have relinquished their interest in production until the carrying consenting Parties recover their costs of such operations plus a specified amount or (ii) forfeit their interest in certain Contract Area or portions thereof involved in such operations.
- 4.0 The Operator hereby certifies that a true and correct copy of the Operating Agreement is on file and is available for inspection by third parties at the offices of the Operator at the address set forth in this Memorandum.
- 5.0 In addition to any other security rights and remedies provided for by law with respect to services rendered or materials and equipment furnished under the Operating Agreement, for and in consideration of the covenants and mutual undertakings of the Operator and the Non-Operators set forth in the Operating Agreement, the Operator and the Non-Operators hereby agree as follows:
 - 5.1 To secure the performance of and payment by the Non-Operators of all obligations and indebtedness of the Non-Operators pursuant to the Operating Agreement, whether now

owed or hereafter arising, and to the extent susceptible under applicable law, the Non-Operators hereby grants to the Operator a mortgage, hypothec, and pledge of and over all of its rights, titles, and interests in and to (a) the Contract Area, (b) the oil and gas in, on, under, and that may be produced from the lands covered by the Contract Area, and (c) all other immovable property susceptible of mortgage situated within the Contract Area.

- 5.2 To secure the performance of and payment by the Non-Operators of all obligations and indebtedness of the Non-Operators pursuant to the Operating Agreement, whether now owed or hereafter arising, and to the extent susceptible under applicable law, the Non-Operators hereby grant to the Operator a continuing security interest in and to all of its rights, titles, interests, claims, general intangibles, proceeds, and products thereof, whether now existing or hereafter acquired, in and to (a) all oil and gas produced from the lands covered by the Contract Area or attributable to the Contract Area when produced, (b) all accounts receivable accruing or arising as a result of the sale of such oil and gas (including, without limitation, accounts arising from gas imbalances or from the sale of oil and gas at the wellhead), (c) all cash or other proceeds from the sale of such oil and gas once produced, and (d) all platforms, wells, facilities, fixtures, other corporeal property, whether movable or immovable, whether now or hereafter placed on the property covered by the Contract Area or maintained or used in connection with the ownership, use, or exploitation of the Contract Area, and other surface and sub-surface equipment of any kind or character located on or attributable to the Contract Area, and the cash or other proceeds realized from any sale, transfer, disposition or conversion thereof. The interest of the Non-Operators in and to the oil and gas produced from or attributable to the Contract Area when extracted and the accounts receivable accruing or arising as the result of the sale thereof shall be financed at the wellhead of the well or wells located on the Contract Area. To the extent permissible under applicable law, the security interest granted by the Non-Operators hereunder covers (i) all substitutions, replacements, and accessions to the property of the Non-Operators described herein and is intended to cover all of the rights, titles, and interests of the Non-Operators in all movable property now or hereafter located upon or used in connection with the Contract Area, whether corporeal or incorporeal, (ii) all rights under any gas balancing agreement, farmout rights, option farmout rights, acreage and cash contributions, and conversion rights of the Non-Operators in connection with the Contract Area, or the oil and gas produced from or attributable to the Contract Area, whether now owned or existing or hereafter acquired or arising, including, without limitation, all interests of the Non-Operators in any partnership, tax partnership, limited partnership, association, joint venture, or other entity or enterprise that holds, owns, or controls any interest in the Contract Area, and (iii) all rights, claims, general intangibles, and proceeds, whether now existing or hereafter acquired, of the Non-Operators in and to the contracts, agreements, permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to any of the Contract Area, including the following:

- (1) all rights, titles, and interests of the Non-Operators, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from any present or future operating, farmout, bidding, pooling, unitization, and communitization agreements, assignments, and subleases, whether or not described in Attachment "1," to the extent, and only to the extent, that such agreements, assignments, and subleases cover or include any of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in and to all or any portion of the Contract Area, and all units created by any such pooling, unitization, and communitization agreements, and all units formed under orders, regulations, rules, or other official acts of any governmental authority having jurisdiction, to the extent and only to the extent that such units cover or include all or any portion of the Contract Area;
 - (2) all rights, titles, and interests of the Non-Operators, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all presently existing and future advance payment agreements, and oil, casinghead gas, and gas sales, exchange, and processing contracts and agreements, including, without limitation, those contracts and agreements that are described on Attachment "1" to the extent, and only to the extent, that those contracts and agreements cover or include all or any portion of the Contract Area; and
 - (3) all rights, titles, and interests of the Non-Operators, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all existing and future permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to any of the Contract Area.
- 5.3 As applicable to the jurisdiction of operations under the Operating Agreement, this Memorandum (including a carbon, photographic, or other reproduction thereof and hereof) shall constitute a non-standard form of financing statement under the terms of Chapter 9 of the Louisiana Commercial Laws, La. R.S. 10:9-101 et seq. (the "Uniform Commercial Code," as adopted in the State of Louisiana) and, as such, for the purposes of the security interest in favor of the Operator, may be filed for record in the office of the Clerk of Court of any parish in the State of Louisiana and/or any county in the State of Texas, as applicable, with the Operator being the secured party and the Non-Operators being the debtors with respect to such filing.
- 5.4 The maximum amount for which the mortgage herein granted by the Non-Operators shall be deemed to secure the obligations and indebtedness of such Non-Operators to the Operator as stipulated herein is hereby fixed in an amount equal to Twenty-Five Million Dollars (\$25,000,000.00) (the "Limit of the Mortgage of the Non-Operators"). Except as provided in the previous sentence (and then only to the extent such limitations are required by law), the entire amount of obligations and indebtedness of the Non-Operators to the Operator is secured hereby without limitation. Notwithstanding the foregoing Limit of the Mortgage of the Non-Operators, the liability of the Non-Operators under this Memorandum and the mortgage and security interest granted hereby shall be limited to (and the Operator shall not be entitled to enforce the same against the Non-Operators for, an amount exceeding) the actual obligations and

indebtedness (including all interest charges, Costs, attorneys' fees, and other charges provided for in this Memorandum or in the Operating Agreement) outstanding and unpaid and that are attributable to or charged against the interest of the Non-Operators pursuant to the Operating Agreement.

- 5.5 To secure the performance of and payment by the Operator of all obligations and indebtedness of the Operator pursuant to the Operating Agreement, whether now owed or hereafter arising, and to the extent susceptible under applicable law, the Operator hereby grants to the Non-Operators a mortgage, hypothec, and pledge of and over all of its rights, titles, and interests in and to (a) the Contract Area, (b) the oil and gas in, on, under, and that may be produced from the lands included within the Contract Area, and (c) all other immovable property susceptible of mortgage situated within the Contract Area.
- 5.6 To secure the performance of and payment by the Operator of all obligations and indebtedness of the Operator pursuant to the Operating Agreement, whether now owed or hereafter arising, and to the extent susceptible under applicable law, the Operator hereby grants to the Non-Operators a continuing security interest in and to all of its rights, titles, interests, claims, general intangibles, proceeds, and products thereof, whether now existing or hereafter acquired, in and to (a) all oil and gas produced from the lands covered by the Contract Area or attributable to the Contract Area when produced, (b) all accounts receivable accruing or arising as a result of the sale of such oil and gas (including, without limitation, accounts arising from gas imbalances or from the sale of oil and gas at the wellhead), (c) all cash or other proceeds from the sale of such oil and gas once produced, and (d) all platforms, wells, facilities, fixtures, other corporeal property, whether movable or immovable, whether now or hereafter placed on the property covered by the Contract Area or maintained or used in connection with the ownership, use or exploitation of the Contract Area, and other surface and sub-surface equipment of any kind or character located on or attributable to the Contract Area and the cash or other proceeds realized from any sale, transfer, disposition or conversion thereof. The interest of the Operator in and to the oil and gas produced from or attributable to the Contract Area when extracted and the accounts receivable accruing or arising as the result of the sale thereof shall be financed at the wellhead of the well or wells located on the Contract Area. To the extent permissible under applicable law, the security interest granted by the Operator hereunder covers (a) all substitutions, replacements, and accessions to the property of the Operator described herein and is intended to cover all of the rights, titles and interests of the Operator in all movable property now or hereafter located upon or used in connection with the Contract Area, whether corporeal or incorporeal, (b) all rights under any gas balancing agreement, farmout rights, option farmout rights, acreage and cash contributions, and conversion rights of the Operator in connection with the Contract Area, or the oil and gas produced from or attributable to the Contract Area, whether now owned or existing or hereafter acquired or arising, including, without limitation, all interests of the Operator in any partnership, tax partnership, limited partnership, association, joint venture, or other entity or enterprise that holds, owns, or controls any interest in the

Contract Area, and (c) all rights, claims, general intangibles, and proceeds of the Operator, whether now existing or hereafter acquired, in and to the contracts, agreements, permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to any of the Contract Area, including the following:

- (i) all rights, titles, and interests of the Operator, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from any present or future operating, farmout, bidding, pooling, unitization, and communitization agreements, assignments, and subleases, whether or not described in Attachment "1," to the extent, and only to the extent, that such agreements, assignments, and subleases cover or include any of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in and to all or any portion of the Contract Area, and all units created by any such pooling, unitization, and communitization agreements and all units formed under orders, regulations, rules, or other official acts of any governmental authority having jurisdiction, to the extent and only to the extent that such units cover or include all or any portion of the Contract Area;
- (ii) all rights, titles, and interests of the Operator, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all presently existing and future advance payment agreements, and oil, casinghead gas, and gas sales, exchange, and processing contracts and agreements, including, without limitation, those contracts and agreements that are described on Attachment "1" to the extent, and only to the extent, that those contracts and agreements cover or include all or any portion of the Contract Area; and
- (iii) all rights, titles, and interests of the Operator, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all existing and future permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to any of the Contract Area.

5.7 For the purposes of the security interest in favor of the Non-Operators, this Memorandum (including a carbon, photographic, or other reproduction thereof and hereof) may be filed as a non-standard form of financing statement pursuant to the Uniform Commercial Code in the office of the Clerk of Court of any parish in the State of Louisiana and/or any county in the State of Texas, as applicable, with the Non-Operators being the secured Party and the Operator being the debtor with respect to such filing.

5.8 The maximum amount for which the mortgage herein granted shall be deemed to secure the obligations and indebtedness of the Operator to the Non-Operators as stipulated herein is hereby fixed in an amount equal to Twenty-Five Million Dollars (\$25,000,000.00) in the aggregate (the "Limit of the Mortgage of the Operator"), irrespective of the total number of Non-Operators party to the Operating Agreement at any time. Except as provided in the previous sentence (and then only to the extent such limitations are required by law), the entire amount of obligations and indebtedness of the Operator to the Non-Operators is secured hereby without limitation.

Notwithstanding the foregoing Limit of the Mortgage of the Operator, the liability of the Operator under this Memorandum and the mortgage and security interest granted hereby shall be limited to (and the Non-Operators shall not be entitled to enforce the same against Operator for, an amount exceeding) the actual obligations and indebtedness (including all interest charges, Costs, attorneys' fees, and other charges provided for in this Memorandum or in the Operating Agreement) outstanding and unpaid and that are attributable to or charged against the interest of the Operator pursuant to the Operating Agreement.

- 6.0 As applicable to the jurisdiction of operations under the Operating Agreement, to serve as notice of the existence of the Operating Agreement as a burden on the title of the Operator and the Non-Operators to their interests in and to the Contract Area, and for purposes of satisfying otherwise relevant recording and filing requirements of applicable law, this Memorandum is to be filed or recorded, as the case may be, in (a) the conveyance records of the parish or parishes in which the lands included within the Contract Area are located or adjacent pursuant to La. R.S. 9:2731 et seq., and/or the conveyance records of the county or counties in which the lands included in the Contract Area or located or adjacent (b) the mortgage records of such parish or parishes and/or county or counties, and (c) the appropriate Uniform Commercial Code records. All parties to the Operating Agreement are identified on Attachment "1" hereto.
- 7.0 If performance of any obligation under the Operating Agreement or payment of any indebtedness created thereunder does not occur or is not made when due under the Operating Agreement or upon default of any covenant or condition of the Operating Agreement, in addition to any other remedy afforded by law, each Party to the Operating Agreement and any successor to such Party by assignment, operation of law, or otherwise, shall have, and is hereby given and vested with, the power and authority to foreclose the mortgage, pledge, and security interest established in its favor herein and in the Operating Agreement in the manner provided by law and to exercise all rights of a secured Party under the Uniform Commercial Code. If the Non-Operators do not pay its indebtedness or perform its obligations under the Operating Agreement when due, the Operator shall have the additional right to notify the purchaser or purchasers of the Non-Operator's production and collect such indebtedness out of the proceeds from the sale of the Non-Operator's share of production until the amount owed has been paid. The Operator shall have the right to offset the amount owed against the proceeds from the sale of the Non-Operator's share of production. Any purchaser of such production shall be entitled to rely on the Operator's statement concerning the amount of indebtedness owed by the Non-Operators and payment made to the Operator by any purchaser shall be binding and conclusive as between such purchaser and the Non-Operators.
- 8.0 Upon expiration of the Operating Agreement and the satisfaction of all obligations and indebtedness arising thereunder, the Operator, on behalf of all parties to the Operating Agreement, shall file of record an appropriate release and termination of all security and other rights created under the Operating Agreement and this Memorandum executed by all Parties to the Operating Agreement. Upon the filing of such release and termination instrument, all benefits and obligations under this Memorandum shall terminate as to all Parties who have executed or ratified this Memorandum. In addition, at any time prior to the filing of such

release and termination instrument, each of the Operator and the Non-Operators shall have the right to (i) file a continuation statement pursuant to the Uniform Commercial Code with respect to any financing statement filed in their favor under the terms of this Memorandum and (ii) reinscribe this act in the appropriate mortgage records.

- 9.0 It is understood and agreed by the Parties hereto that if any part, term, or provision of this Memorandum is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Memorandum did not contain the particular part, term, or provision held to be invalid.
- 10.0 This Memorandum shall be binding upon and shall inure to the benefit of the Parties hereto and their respective legal representatives, successors and permitted assigns. The failure of one or more persons owning an interest in the Contract Area to execute this Memorandum shall not in any manner affect the validity of the Memorandum as to those persons who execute this Memorandum.
- 11.0 A party having an interest in the Contract Area may ratify this Memorandum by execution and delivery of an instrument of ratification, adopting and entering into this Memorandum, and such ratification shall have the same effect as if the ratifying party had executed this Memorandum or a counterpart thereof. By execution or ratification of this Memorandum, such party hereby consents to its ratification and adoption by any party who acquires or may acquire any interest in the Contract Area.
- 12.0 This Memorandum may be executed or ratified in one or more counterparts and all of the executed or ratified counterparts shall together constitute one instrument. For purposes of recording in each of the records described in Paragraph 6 above, duplicate copies of this Memorandum with individual signature pages attached thereto may be filed of record, one copy of each to be indexed in the name of the Operator, as grantor, and one copy of each to be indexed in the name of the Non-Operators, as grantor, and duplicate copies of this Memorandum with individual signature pages attached thereto may be filed in the appropriate Uniform Commercial Code records, one filing for the Operator, as secured Party, and another filing for the Non-Operators, as secured Party. The respective addresses of the Operator, as both secured Party and debtor, and the Non-Operators, as both debtor and secured Party, at which information with respect to the security interests created in the Operating Agreement may be obtained, are set forth in Paragraph 1.0 of this Memorandum.
- 13.0 The Operator and the Non-Operators hereby agree to execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, any instrument or take any action necessary or appropriate to effectuate the terms of the Operating Agreement or any Exhibit, instrument, certificate or other document pursuant thereto.
- 14.0 Whenever the context requires, reference herein made to the single number shall be understood to include the plural, and the plural shall likewise be understood to include the singular, and specific enumeration shall not exclude the general, but shall be construed as cumulative.

EXECUTED on the dates set forth below each signature but made effective as of _____, 20__.

OPERATOR:

WITNESSES:

[_____]

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

NON-OPERATORS:

WITNESSES:

[_____]

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

WITNESSES:

[_____]

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

WITNESSES:

[_____]

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

WITNESSES:

[_____]

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

ACKNOWLEDGMENT

THE STATE OF _____ §
COUNTY OF _____ §

On this ____ day of _____, 20__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that she is the _____ of _____, a _____, and that said instrument was signed in behalf of said _____ by authority of its _____ and said appearer acknowledged said instrument to be the free act and deed of said _____.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.

Notary Public in and for the State of Texas

THE STATE OF _____ §
COUNTY OF _____ §

On this ____ day of _____, 20__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that she is the _____ of _____, a _____, and that said instrument was signed in behalf of said _____ by authority of its _____ and said appearer acknowledged said instrument to be the free act and deed of said _____.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.

Notary Public in and for the State of Texas

THE STATE OF _____ §
COUNTY OF _____ §

On this ____ day of _____, 20__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that she is the _____ of _____, a _____, and that said instrument was signed in behalf of said _____ by authority of its _____ and said appearer acknowledged said instrument to be the free act and deed of said _____.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.

Notary Public in and for the State of Texas

THE STATE OF _____ §
COUNTY OF _____ §

On this ____ day of _____, 20__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that she is the _____ of _____, a _____, and that said instrument was signed in behalf of said _____ by authority of its _____ and said appearer acknowledged said instrument to be the free act and deed of said _____.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF HARRIS §

On this ____ day of _____, 20__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____, a _____, and that said instrument was signed in behalf of said _____ by authority of its _____ and said appearer acknowledged said instrument to be the free act and deed of said _____.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.

Notary Public in and for the State of Texas

ATTACHMENT "1"

Attached to and made a part of the Memorandum of Operating Agreement and Financing Statement by and between _____, as Operator, and _____, as Non-Operators

I. DESCRIPTION OF LANDS AND LEASES WITHIN THE "LEASE"

II. OPERATOR

[_____]

III. INTEREST OF THE PARTIES

IV. NAMES AND ADDRESSES OF PARTIES FOR NOTIFICATION PURPOSES

[_____]
[_____]
[_____]

Attention:
Phone:
Fax:

[_____]
[_____]
[_____]

Attention:
Phone:
Fax:

[_____]
[_____]
[_____]

Attention:
Phone:
Fax:

[_____]
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Attention:
Phone:
Fax:

[_____]
[_____]
[_____]

Attention:
Phone:
Fax:

Exhibit 15

Transition Services Agreement

TRANSITION SERVICES AGREEMENT

This Transition Services Agreement dated and effective as of _____, 202_ (the “Effective Date”) (this “Agreement”) is by and among [FIELDWOOD ENERGY II LLC], a Delaware limited liability company (the “Operator”), FIELDWOOD ENERGY I LLC, a Texas limited liability company (“Fieldwood Energy I”) and GOM Shelf LLC, a Delaware limited liability company (“GOM Shelf” and, together with Fieldwood Energy I, the “Owners”, and each, an “Owner”). Operator and Owners are sometimes referred to collectively as the “Parties” and individually as a “Party”.

WHEREAS, each Owner is the operator, as designated by the Bureau of Ocean Energy Management of the United States Department of the Interior (“BOEM”) or the Bureau of Safety and Environmental Enforcement of the United States Department of the Interior (“BSEE”) or pursuant to a joint operating (or similar) agreement, of certain of the Assets (as defined below) (such Assets while operated by an Owner, the “Operated Assets”);

WHEREAS, Fieldwood Energy I is a resulting entity of a divisive merger effected in connection with the confirmed plan of reorganization of Chapter 11 Case 20-33948, *In re: Fieldwood Energy LLC et al.*, in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Plan”);

WHEREAS, in accordance with the Plan, the Owners do not have, as of the date hereof, employees and require a third party to provide operational, technical, and administrative services for the Assets;

WHEREAS, Operator has agreed to provide certain operational, technical, and administrative services with respect to the Assets, upon the terms and conditions set forth herein, until the end of each respective Service Term (as defined below).

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants, conditions, and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I. TRANSITION SERVICES

Section 1.1 Services. Subject to the terms of this Agreement, Operator shall provide or cause to be provided the transition services described on Exhibit A (collectively, the “Services”) for all of Owners’ assets (the “Assets”) in accordance with the standard of performance set forth in Section 1.2 below for the period, subject to the provisions of ARTICLE V, with respect to each Service (as to each Service, the “Service Term”) set forth on Exhibit A.

Section 1.2 Standard of Performance. Subject to the terms of this Agreement, Operator shall perform or cause to be performed the Services (a) in substantially the same manner as such Services were provided by Fieldwood Energy LLC or its Affiliates with respect to the Assets prior to the date hereof, (b) as a reasonably prudent operator as the contract service provider hereunder would perform such Services, (c) in a good and workmanlike manner, (d) with due diligence and dispatch, (e) in accordance with good oilfield practices, and (f) in compliance with

all Laws (as defined below), licenses, authorizations and permits; **PROVIDED, HOWEVER, EXCEPT AS EXPRESSLY PROVIDED HEREIN, IN NO EVENT SHALL OPERATOR HAVE ANY OBLIGATIONS OR LIABILITY TO ANY OWNER GROUP MEMBER EXCEPT FOR DAMAGES BOTH (I) ARISING OUT OF THIS AGREEMENT AND (II) CAUSED BY, ARISING OUT OF, OR RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY MEMBER OF OPERATOR GROUP (AS HEREIN DEFINED).** For purposes of this Agreement, “Laws” means any and all applicable laws, statutes, codes, constitutions, ordinances, decrees, writs, injunctions, orders, judgments, principles of common law, rules, licenses, authorizations, or regulations (including environmental laws) that are promulgated, issued, or enacted by any Governmental Authority (as defined below) having jurisdiction. In providing the Services to the Owners, Operator may use, at its discretion, its own personnel or the personnel of any of its Affiliates or employ the services of contractors, subcontractors, vendors, or other third parties. For purposes of this Agreement, “Affiliates” with respect to a Party means any person or entity that controls, is controlled by or is under common control with such Party where control means the direct or indirect power to direct the management of the entity at issue. For the avoidance of doubt, neither of the Owners nor any of their subsidiaries shall constitute an Affiliate of Operator for purposes of this Agreement.

Section 1.3 Independent Contractor At all times during the performance of Services by Operator, all persons performing such Services who shall be in the employ and/or under the control of Operator or its Affiliates (including agents, contractors, temporary employees, and consultants) shall be independent from each Owner and not employees of each Owner and shall not be entitled to any payment, benefit, or perquisite directly from Owners on account of such Services, including, but not limited to, group insurance and participation in any employee benefit and pension plans maintained by each Owner or any Affiliate of each Owner. Operator will not be required to provide any Services the provision of which would violate applicable Laws. Notwithstanding any other provision contained elsewhere in this Agreement, in all cases where the Operator is performing Services under this Agreement offshore the State of Louisiana or are otherwise covered by the Louisiana Worker’s Compensation Act, La. Rev. Stat. § 23.1021 et seq., the Parties acknowledge and agree that all such operations pursuant to this Agreement are an integral part of and are essential to the ability of the Owners to generate Owners’ goods, products, or services, and that whenever Services and work are performed hereunder in or offshore Louisiana, or the Louisiana Workers’ Compensation Act may be applicable, the employees of Operator and their contractors providing such Services or performing such work, if any, whether direct, statutory, borrowed, or otherwise, are statutory employees of each Owner in accordance with the Louisiana Worker’s Compensation Act, La. Rev. Stat. § 23.1021 et seq. and the protections afforded a statutory employer under Louisiana Law shall apply. In such event, Operator agrees that such Owner is and shall be deemed a statutory employer of Operator’s employees for the sole purposes of La. Rev. Stat. § 23.1061(A)(3), as the same may be amended from time to time.

Section 1.4 Records Operator shall use commercially reasonable efforts to maintain or cause to be maintained true and correct records of all receipts, invoices, reports, and such other documents as are customarily maintained by Operator for its own operations relating to each Service rendered hereunder for a period of the later of (i) three (3) years following the end of the calendar year during which the end of the Service Term for such Service occurs or (ii) such other

time required by applicable Law. All such receipts, invoices, reports, and other documents are the property of Owners.

Section 1.5 Representatives. Each Party shall, at all times during the Service Term, keep one or more representatives available either by telephone, electronic mail, or in person during normal business hours, to receive communications from the other Party regarding the day-to-day Services and to respond to inquiries concerning the performance of the day-to-day Services. For the avoidance of doubt, all Notices required or permitted hereunder shall be delivered pursuant to Section 7.2 of this Agreement. Operator's representatives are designated along with their contact information on Exhibit B. Each Owner's representative shall be the Sole Manager of Fieldwood Energy I. Each Party may replace any of its representatives or designate such other representatives from time to time by written notice to the other Parties delivered pursuant to Section 7.2. At all times while this Agreement remains in effect, each Owner shall cause at least one of its representatives to be included on such Owner's BOEM "qualification card" as an authorized signatory for such Owner.

Section 1.6 Limitation of Services.

(a) Notwithstanding anything herein to the contrary, Owners acknowledge certain personnel of Operator and/or its Affiliates involved in the provision of the Services may leave the employment of such Operator and/or its Affiliates or terminate their employment or contract with such Operator or its Affiliates during the term of this Agreement. The Services shall not include providing any technical evaluations regarding any proposals for drilling, reworking, or other capital expenditure projects, or the new development of any assets which are proposed by Operator under the Farmout Agreement (as defined herein). Operator makes no representation or warranty regarding the ability of Operator and/or its Affiliates to retain any employees, contractors, or subcontractors and neither Operator nor any of its Affiliates shall have any liability to an Owner as to the result of the loss of any such employees, contractors, or subcontractors. Operator and its Affiliates shall use commercially reasonable efforts to report all information accurately, but shall not be responsible for the accuracy or completeness of any information furnished by any other party for inclusion in any reports or for results obtained by use of any inaccurate information so furnished.

(b) Notwithstanding any other provision in this Agreement or the Agency Agreement (attached as Exhibit C hereto) to the contrary:

- (i) Operator shall have no obligation to be designated with BOEM, BSEE, or any other applicable state, local, or federal governmental entity (each individually, a "Governmental Authority"; and collectively, "Governmental Authorities") as a designated operator, designated applicant, designated payor, or responsible party for any of the Assets;
- (ii) Operator shall have no obligation to post any bond or other security on behalf of any Owner or to make any payment directly out of Operator's own funds for any Services;

- (iii) Operator shall have no obligation to provide any Service for which a third party is obligated or permitted (under a joint operating agreement, contract services agreement or otherwise) to provide the same service for the applicable Owner; provided, however, that Operator's use of a subcontractor to perform any part of the Services shall not excuse Operator from the obligation to perform such Services;
- (iv) each Owner acknowledges and agrees that it will remain responsible for having an authorized representative, and will cause at least one authorized representative to be, readily available (1) to sign and submit on its behalf various forms, filings, payments and other communications with BOEM, BSEE or other Governmental Authority with respect to the Assets and (2) to cooperate and coordinate with Operator with respect to the Services;
- (v) each Owner acknowledges and agrees that it will remain responsible for providing any bond or security, or subject to Section 3.6, making any payment, to any third party that may be required in connection with any Assets or Services; and
- (vi) if Operator co-owns any lease, right-of-way or other asset with an Owner, Operator shall not be required to provide any Services to (or provide any election for) such Owner in a manner different from what Operator provides for itself with respect to such co-owned asset.
- (vii) if Operator reasonably believes that it cannot perform any Service without creating a breach of an agreement to which an Owner is a party or an Asset is bound, and/or violating the Law, then Operator shall have no obligation to perform such Service and such Service shall no longer be included within the Services, and Operator shall give prompt, written notice of such issue to Owners, prior to the discontinuation of such Service, with detailed descriptions of the agreement in question and the breach and/or violation Operator believes will be created. In the event such possible breach and/or violation is cured or remedied within thirty (30) days following Owners' receipt of such notice, Operator may perform such Service only insofar as performance would not create the breach or violation.

(c) In the performance of the Services, Operator must obtain consent of the applicable Owner(s) to perform any of the following actions on behalf of such Owner(s):

- (i) make any payment to renew or extend a lease;
- (ii) plug and abandon any well;
- (iii) execute, amend, waive, release, extend, terminate, or otherwise modify any of the governmental approvals, leases, or other agreements related to the

Assets (other than an agreement in the ordinary course of business with a service provider using agreements substantially in the form previously used or other forms reasonably approved by such Owner);

- (iv) (a) borrow or lend money; (b) participate in futures, derivatives, or hedging activities; (c) purchase or sell any of the Assets or transfer or dispose of any equipment, material or supplies on any Asset; (d) execute any indemnification, release, or waiver, except for standard indemnities, releases, and waivers that are included in normal and routine operational services contracts, (e) take any other action not in the ordinary course of business; (f) incur any cost or expense for geophysical items (including acquisition, processing, reprocessing, or interpretation); (g) make a capital or expense expenditure or series of related capital or expense expenditures in relation to any particular project of \$100,000 or more net to either Owner's interest, including, without limitation, expenditures for repair and maintenance projects and workover and recompletion projects; provided, however, this limitation does not apply to routine operational costs; or (h) assume, guarantee, or otherwise become liable or responsible (whether directly, contingently, or otherwise) for the liabilities of any other person or any indebtedness, except to the extent such assumptions, guarantees or otherwise becoming liable or responsible for the liabilities or indebtedness are standard obligations included in normal and routine operational services contracts; and
- (v) enter into any contract with respect to any of the foregoing in this Section 1.6.

(d) The Services will be used by the Owners in connection with the operation of the Assets of Owners and, as necessary, to assist in the transition of the operation of the Assets to Owner or another service provider. All products of Services performed hereunder by Operator for Owners or otherwise in respect of the Assets shall belong exclusively to Owners, and Operator shall retain no ownership, interest, or rights therein.

(e) Operator and each Owner shall use commercially reasonable efforts to obtain, and to keep and maintain in effect (or to cause their respective Affiliates to obtain, and to keep and maintain in effect), all governmental or third party licenses and consents required for the provision of any Service by Operator in accordance with the terms of this Agreement. The direct, out-of-pocket costs relating to obtaining any such licenses or consents shall be borne by Owners; and none of Operator or any of its Affiliates shall be required to pay any money or other consideration or grant any other accommodation to any person (including any amendment to any contract) or initiate any action, suit, or proceeding against any person to obtain any such license or consent. Operator shall have no obligation to provide any Services which require any such licenses or consents which are not obtained. In the event Owners choose to pursue any action, suit, or proceeding against any person to obtain such license or consent, Operator shall use commercially reasonable efforts to assist Owner in such efforts; provided that Operator shall not be obligated to incur any out-of-pocket costs in providing such assistance.

(f) The Parties are entering into that certain Farmout Agreement of even date herewith (the “Farmout Agreement”), and, therefore, any technical evaluation regarding any drilling, reworking, or other capital expenditure projects that may be proposed by Operator to Owners pursuant to the Farmout Agreement shall not constitute part of the Services to be provided hereunder. Costs and expenses included in the calculation of the Recovery Threshold (as defined in the Farmout Agreement) may not also be included in the costs charged to the Owners hereunder.

Section 1.7 Operator’s Access to Assets. To the extent reasonably necessary for Operator to perform the Services, Owners shall provide Operator unrestricted access to all the Operated Assets and, except to the extent prohibited by contract, all Seismic Data, Well Data, intellectual property and records included in the Assets and, upon Operator’s reasonable request from time to time, shall cooperate with Operator in Operator’s provision of Services. Operator agrees that it shall use such Operated Assets and the Seismic Data, Well Data, intellectual property and records included in the Assets only for the performance of the Services under this Agreement and for use under the Farmout Agreement; provided, however, Operator shall only be found to have breached this Section 1.7 if it uses such Operated Assets or such Seismic Data, Well Data, intellectual property, or records to (i) compete with Owner in Owner’s business of the operation of the Assets where the Assets are located or (ii) to conduct activities that are not related to the Assets or the operation of the Owners’ business. Nothing in this Section 1.7 shall restrict Operator’s use of the Operated Assets and such Seismic Data, Well Data, intellectual property, and records to the extent Operator has the right to use such assets, data, and information pursuant to any other agreement between Operator and any Owner and to the extent Operator owns or has an interest in such assets, data, or information.

ARTICLE II. COMPENSATION

Section 2.1 Compensation for Services. During the Service Term set forth on Exhibit A for each Service, each Owner shall pay to and reimburse Operator the amounts determined pursuant to Section 3.1 below for the provision of the Services to such Owner.

Section 2.2 Overhead. COPAS recoveries from third parties related to the Operated Assets shall be accounted for on behalf of the Owners. There shall be no separate charge by Operator relating to its overhead (including, but not limited to, head office overhead, field overhead, bonuses, and severances). For the avoidance of doubt, the costs to be paid by Owners to Operator pursuant to Section 3.1 are intended to compensate Operator fully for its overhead associated with the performance of Services. Nothing in this Section shall limit Operator’s rights to collect and retain overhead with respect to properties co-owned by Operator or any of its Affiliates and an Owner that Operator operates on its own behalf.

ARTICLE III. PAYMENT AND DEFAULT

Section 3.1 Submission of Invoice. Operator shall submit a written invoice (the “Invoice”) to Owners on or before the fifteenth (15th) Business Day of each month setting forth an itemized accounting of the actual costs incurred in the preceding month, or as applicable, the

preceding months for which an invoice was not issued, for the Services provided by Operator. For the purposes of this Agreement, “Business Day” shall mean any day other than a Saturday or a Sunday or a day on which federally chartered banking institutions in Houston, Texas, are authorized by Law to close, but for purposes of notices or other communications given hereunder, means before 4:00 p.m. on such day in the city of Houston, Texas.

For shared costs, such as salaried and hourly personnel, IT systems, and other office related infrastructure and overhead, Operator shall allocate those costs as follows:

(a) For “people” costs, Operator shall bill Owners for actual time incurred by its full-time employees in performing Services hereunder. The hourly rate of each Operator employee shall be equal to the annual payroll cost (including salary, vacation pay, target bonus, 401(k) match, and payroll taxes) of the employee divided by 2,080 hours. Any hours accrued and billed by third-party contractors must be approved by Owners in advance of incurring such costs.

For illustrative purposes, two actual employees are shown below:

EmplOperator			Vacation	Target			Target	6% 401(k)			
ID	Office	Position	Hours	Bonus %	Salary	Vacation	Bonus	Match	Taxes	Total	Hourly
1692	TX	Revenue Accountant	160	15%	85,000	7,083	12,750	5,865	7,763	118,461	57.00
2060	TX	Production Engineer	160	30%	145,000	12,083	43,500	11,310	11,872	223,765	108.00

(b) For all other shared costs, Operator shall bill Owners for the proportionate use in the performance of the Services hereunder. The proportionate use shall be determined by the Total Hours Billed divided by the Total Employee Hours. “Total Hours Billed” is equal to the total number of hours recorded by Operator’s full-time employees in performing Services hereunder and “Total Employee Hours” is equal to Operator’s average daily headcount of full-time employees performing Services hereunder during the applicable month multiplied by eight hours multiplied by the number of Business Days in the month.

All other shared costs includes the following:

- (i) IT-related costs (IT systems and software)
- (ii) Healthcare and other benefits (benefits cost and administration)
- (iii) Office supplies and other expenses
- (iv) Communications
- (v) Miscellaneous shared costs

For example, assuming an average daily headcount of 275 full-time employees performing Services hereunder and 20 Business Days in the applicable month, Total Employee Hours for the month would equal 44,000 hours (275 employees x 20 Business Days x 8 hours). If the Total Hours Billed for the month is 30,000, then the Owners’ proportionate use would be 68%; and Operator would bill Owners for 68% of these other shared costs.

For the purposes of allocating the other shared costs, Operator shall require that its employees maintain detailed time records measured in 60 minute increments.

(c) For direct pass-through costs, Operator shall bill Owners for the actual costs incurred for the performance of the Services. Direct pass-through costs shall include:

- (i) Office rent plus operating expenses for the floors 16, 17, and 18 at the Briar Lake One Office in Houston, Texas;
- (ii) Office rent plus operating expenses for seventy-five percent (75%) of the space leased by Operator at the Pinhook Tower in Lafayette, Louisiana;
- (iii) Contracted professional fees (legal, audit, reserve engineering, etc.); and
- (iv) Any other actual, out-of-pocket costs incurred that are identified as directly associated with the performance of the Services hereunder.

Section 3.2 Payment of Invoices. Absent manifest error in inclusion or omission of items or calculations contained in an Invoice (if there is a manifest error, Owners will correct such error and show such recalculation), the applicable Owner shall pay within fifteen (15) Business Days of such Owner's receipt of an Invoice the amounts invoiced to such Owner by wire transfer of immediately available funds to the bank account designated on the Invoice by Operator. Adjustment credits or debits shall be shown on the Invoice next succeeding the Invoice in which the adjustment is made. Operator shall provide reasonable back-up and supporting documents related to any Invoice within five (5) Business Days of an Owner's written request. Any preexisting obligation to make payment for the Services provided hereunder or out-of-pocket costs of Operator shall survive the termination of a Service and this Agreement until paid. Each Owner shall have access to and the right to audit all records supporting such Invoiced amounts for the period set forth in Section 1.4.

Section 3.3 Payment Disputes. Owners may object to any invoiced amounts for any Service at any time before, at the time of, or after payment is made; provided such objection is made in writing to Operator no later than sixty (60) days after receipt of such Invoice. Payment of any amount set forth in an Invoice shall not constitute approval thereof, or waive Owners' audit rights as set forth herein. The Parties shall meet as expeditiously as possible to resolve any dispute. If the Parties fail to reach agreement in writing as to any disputed amounts invoiced by Operator under Section 3.1 above within sixty (60) days after Operator's receipt of such objection, then upon written notice of dispute to the other Party, either Party may submit the matters that remain in dispute to Grant Thornton LLP (the "Accounting Referee") for review and final and binding resolution. If any person selected as Accounting Referee is unable or unwilling to serve as a referee hereunder, then the Accounting Referee shall be selected by lot from among the independent national accounting firms that have not represented any Party or its Affiliates at any time during the three-year period of time immediately preceding its designation hereunder. Owners and the Operator shall, not later than seven (7) days prior to the hearing date set by the Accounting Referee, each submit a written brief to the Accounting Referee (and a copy thereof simultaneously to the other Party) with dollar figures for settlement of the disputes as to any amounts owed by Operator. The hearing will be scheduled as soon as is acceptable to the Accounting Referee, but not earlier than seven (7) days after the date for submission of the settlement briefs, and shall be conducted

on a confidential basis. The Accounting Referee shall consider only those items or amounts which were identified in a notice in dispute delivered hereunder and which remain in dispute, together with the written briefs, and such other documents submitted therewith, and the Accounting Referee's decision resolving the matters in dispute shall be based upon and be consistent with the terms and conditions in this Agreement. In deciding any matter, the Accounting Referee (i) shall be bound by the provisions of this Section 3.3 and the related definitions and (ii) may not assign a value to any disputed item greater than the greatest value for such item claimed by either the Operator or Owners or less than the smallest value for such item claimed by the Operator or Owners in their respective calculations delivered hereunder. The Accounting Referee shall render a decision resolving the matters in dispute (which decision shall include a written statement of findings and conclusions) promptly after the conclusion of the hearing, unless the Parties reach agreement prior thereto and withdraw the dispute from the Accounting Referee. The Accounting Referee shall provide to the Parties an explanation in writing of the reasons for its decisions regarding the amounts disputed in the applicable notice. The decision of the Accounting Referee shall be (i) final and binding on the Parties and (ii) final and non-appealable for all purposes hereunder. The fees and expenses of the Accounting Referee under this Section 3.3 shall be borne one half by the Operator and one half by Owners. The fees and disbursements of Operator's independent auditors and other costs and expenses incurred in connection with the services performed with respect to any dispute under this Section 3.3 shall be borne by the Operator, and the fees and disbursements of Owners' independent auditors and other costs and expenses incurred in connection with the services performed with respect to any dispute under this Section 3.3 shall be borne by Owners.

Section 3.4 Owner Default. It shall constitute a default on behalf of an Owner (an "Owner Default") if such Owner fails to timely pay any Invoiced amount for Services provided pursuant to this Agreement in accordance with the provisions of this ARTICLE III or perform any covenants of such Owner under this Agreement or the Agency Agreement, which failure, in the case of a payment default, continues for at least fifteen (15) days following receipt of written notice to such Owner that such Invoiced amount is past due or, in all other instances, at least thirty (30) days following receipt of written notice to such Owner that such performance is required; provided, however, that if such Owner cannot reasonably cure such failure within such thirty (30) day period, no Owner Default shall be deemed to occur provided such Owner demonstrates that it has diligently taken reasonable steps to cure such failure within such thirty (30) day period and diligently prosecutes such cure to completion. Upon the occurrence of an Owner Default, Operator may, in addition to all other remedies available at Law or at equity, (i) suspend all or any portion of the provision of Services hereunder to the applicable Owner that is the subject of the Owner Default, including Services for which payment is outstanding, until such time as the Owner Default is cured and all unpaid, undisputed Invoiced amounts for Services to Operator under this Agreement for such suspended Services are paid in full or (ii) terminate this Agreement effective immediately (provided, however, that Operator may not terminate this Agreement for a specific Owner Default of non-payment (1) within thirty (30) days after Operator has provided written notice of such Owner Default to Apache Corporation ("Apache") or (2) if within such thirty (30)-day period after the provision of notice to Apache, Operator is paid the applicable amount owing) and be entitled to any amounts owed to Operator by Owner hereunder together with interest on such amount at a rate equal to 5% per annum, calculated daily on the basis of a year of 365 days and the actual number of days elapsed (the "Rate") from the date due, until such undisputed

amounts, together with all accrued and unpaid interest thereon, are paid in full; provided, however, that Operator may not suspend or terminate Services reasonably determined by Operator to be critical to the safety of the operation of the subject Assets until such time as Operator can make the Assets safe for handover to Owners or their designee. All costs related to making the Assets safe for handover to Owners or their designee shall be borne by Owners in addition to any other amount due and owing to Operator.

Section 3.5 Operator Default. Subject to Section 3.4 above, it shall constitute a default on behalf of Operator (an “Operator Default”) if Operator fails to provide a Service to an Owner in accordance with the terms and conditions of this Agreement, which failure is not by reason of an Owner Default or, subject to the requirements and limitations of Section 7.1, Force Majeure and continues for at least thirty (30) days following receipt of written notice to Operator; provided, however, that if Operator cannot reasonably cure such failure within such thirty (30) day period, no Operator Default shall be deemed to occur provided Operator demonstrates that it has diligently taken reasonable steps to cure such failure within such thirty (30) day period and diligently prosecutes such cure to completion. Upon the occurrence of an Operator Default, Owners may, in addition to any other rights or remedies available at law, in equity, or by contract, terminate this Agreement or specific Services provided hereunder within the time frame specified by Owners in a written notice to Operator so terminating this Agreement.

Section 3.6 Third Person Services. Owners recognize that Operator may hire third parties to provide certain portions of the Services and the Owners shall be responsible for the payment of amounts due to such third parties, which are incurred from and after the Effective Date with respect to the Assets, which payment shall be made either through the cash call mechanism described herein, through a direct payment to such third party, or as such may be included on an Invoice as contemplated herein. Operator may issue a cash-call to the applicable Owner in advance of the month in which such third-party costs will be incurred on behalf of such Owner, and such Owner shall pay such cash call within the later of (i) five (5) Business Days after receipt of the cash call and (ii) five (5) Business Days prior to the month in which payment is due to the third party. In the event Operator incurs costs not included in such cash call, such costs will be included in an Invoice, and the applicable Owner shall reimburse Operator at the same time and in the same manner as the payment described in Section 3.1. If the cash-call amount is more than the amount actually expended, Operator will credit the overpayment to the applicable Owner in the next Invoice or the next cash-call for future third party service costs, whichever occurs first. Any such Invoice or cash-call for which any overpayment has been applied shall reflect the credit for such overpayment at the time it is submitted to such Owner. For the avoidance of doubt, the costs charged to Owners under Section 3.1 of this Agreement are to compensate Operator for (i) the cost of its employees who are necessary in connection with those Services to be provided herein and (ii) other general and administrative costs that are necessary in connection with the Services to be provided herein, and such costs are not third-party costs for purposes of this Agreement. Costs to be reimbursed or prepaid pursuant to this Section 3.6 shall not be duplicative of Operator’s other fees or reimbursements under this Agreement.

Section 3.7 Sales Taxes. Any sales, use, value-added or similar taxes paid hereunder for Services that Operator is required to pay or incur as a result of such Services shall be passed on to, and be the obligation of, the applicable Owner to which such Services are provided as an

explicit surcharge and shall be paid by such Owner in addition to any payments for Services as set forth in Section 3.1 above, whether included in the applicable Invoice, or added retroactively, such that the amount received by the Operator shall be as if no such taxes had been imposed. If such Owner submits to Operator a timely and valid resale or other exemption certificate sufficient to support the exemption from sales taxes, then such taxes will not be added to the invoices for Services payable pursuant to this ARTICLE III; provided, however, that if Operator is ever required to pay such taxes, such Owner will promptly reimburse Operator for such tax, including any interest, penalties, and attorney's fees assessed thereon by the applicable Government Authority. The Parties will cooperate to contest any invalid sales or use taxes imposed on the Services and to minimize the imposition of any such sales taxes.

Section 3.8 Notice to Apache of Owner Default. If an Owner Default relating to payment occurs and is not cured within the fifteen (15) or thirty (30), as applicable, day period allowed for Owner to cure such Owner Default as described in Section 3.4, then Operator shall submit a written notice to Apache providing reasonable detail of the Owner Default and the amount required to cure such Owner Default.

ARTICLE IV. TERM OF AGREEMENT

Section 4.1 Term. No Services shall be provided after the expiration of the Service Term with respect to such Services, except by the mutual written agreement of the Parties; provided, however, that this Agreement shall terminate in its entirety after the end of the Service Term of the Operating Services as described in Section 1.1 of Exhibit A. The Service Term with respect to certain Services may also be terminated prior to the expiration of the applicable Service Term by following the procedures set forth in ARTICLE V.

ARTICLE V. CESSATION OF SERVICES

Section 5.1 Discontinuation of Services. The Owners acting jointly may, with or without cause and for any or no reason, terminate the Service Term and discontinue any particular Service by giving Operator not less than ninety (90) days (or the lesser period, if any, as set forth in Exhibit A with respect to such Service) prior written notice of such discontinuation, to be effective on the last day of the month specified by Owners in their notice, which month shall not occur earlier than the third month following the date on which Owners have given Operator such written notice of termination. In the case of each discontinued or terminated Service, as applicable, Owners shall be liable to Operator for all costs, expenses, losses, and obligations Operator remains obligated to pay under the terms hereunder or under any other existing contract related to such Services, including as a result of such discontinuation or termination and including any and all actual, documented out-of-pocket amounts reasonably incurred by Operator solely arising from the discontinuation, winding down or termination of such Services hereunder, provided that, Operator shall provide Owners with a notice of a preliminary estimate of such costs within thirty (30) days of its receipt of the applicable notice of discontinuance or termination. The Operator may, with or without cause, terminate the Service Term for the Services as a whole by giving Owners not less than one hundred eighty (180) days prior written notice of such discontinuation,

to be effective on the last day of the month specified by Operator in its notice, which month shall not occur earlier than the sixth month following the date on which Operator has given Owners such written notice of termination; provided, however, if the Owners are able to transition the performance of Services to a new provider prior to the expiration of such time period, Owners and Operator may mutually agree to terminate the Services prior to the expiration of such one hundred eighty (180) day period. Operator shall provide commercially reasonable assistance to Owners in transitioning the performance of the Services to a third party or to Owners; provided that the applicable compensation for Services so transitioned shall continue until the termination thereof in accordance herewith and Owners shall pay any actual, documented out-of-pocket costs incurred for the transition of such Services.

Section 5.2 Termination Fee. The Parties agree and acknowledge that Operator will be damaged in the event Owners terminate any particular Service or this Agreement pursuant to Section 5.1 within six (6) months of the Effective Date and that such damages would be difficult or impossible to calculate. In such event, as liquidated damages and not as a penalty, Owners will pay to Operator, in addition to the amounts payable by Owners under Section 5.1, an early termination fee equal to the lesser of (i) Three Million Three Hundred Thousand U.S. Dollars \$3,300,000.00 and (ii) the amount of severance for each employee who provided the particular Services related to the Assets whose employment with Operator is severed as a result of the termination of this Agreement by Owners pursuant to Section 5.1, which amount shall be the equivalent sum of two (2) month's salary for each severed employee, based on the monthly salary of the pertinent employee of Fieldwood Energy LLC as in effect on October 1, 2020. Upon request by Owners, Operator shall provide Owners with an estimate of the amount of the severance payments it anticipates with respect to clause (ii) in the preceding sentence. Within thirty (30) days from receipt by Operator of the notice of termination from Owners provided in Section 5.1, Operator will provide Owners a list of the applicable employees who are to be severed from their employment with Operator and their salaries.

Section 5.3 Procedures Upon Discontinuation or Termination of Services. Upon the discontinuation or termination of all Services hereunder, this Agreement shall terminate and be of no further force and effect, except as to obligations accrued prior to the date of discontinuation or termination; provided, however, that ARTICLES VI and VII, Section 1.4, the second sentence of Section 1.7, and Owners' audit rights under Section 3.2 of this Agreement shall survive such discontinuation or termination.

Section 5.4 Transition of Operations. During the applicable notice period provided in Section 5.1 and subject to the next sentence, Operator shall deliver all documents, records, and other data to the extent included in the Assets that are in the Operator's possession, including, without limitation, information, data, know-how, interpretations, contracts, and other rights and privileges with respect to each Owner's wells, production, leases, and all Evaluation Data, Seismic Data, and Well Data, to the applicable Owner of such Assets or its designee in a timely, practical manner; provided, however, if the delivery of any such data or material would be a breach of any agreement between Operator and a third party, Operator may withhold delivery of such data and material and shall provide notice to Owners of the reasons for such withholding; provided, further, that Operator may keep copies of any documents, records, and other data included in the Operated Assets that are co-owned between the Operator and Owner (with Owner being provided the

originals of such documents, records, and other data) and Operator may keep copies of any documents, records, or other data included in any other Assets in which Operator also has an interest. If Owners are able to overcome any such potential breach, Operator shall promptly deliver such data and materials to Owners. During the term of this Agreement, Operator shall not enter into any agreement(s) hereunder for the benefit or use of Owners or in connection with Owners' assets that prohibits assignment of such agreement to Owners. If such documents, records, or data pertain to the Assets and to other properties owned by Operator that are not included in the Assets, then Operator (i) is not required to deliver any portions of such documents, records, or data that relate to assets or properties other than the Assets and (ii) may retain copies of such documents, records, or data to the extent such relates to the assets or properties that are not part of the Assets, or Operator owns or has interest in such documents, records, or data. Notwithstanding anything to the contrary herein, Operator may retain copies of any documents, records, or data pertaining to Assets for which Operator (i) has submitted a Proposal (as such term is defined in the Farmout Agreement) that has not been rejected, withdrawn, deemed withdrawn, or terminated under the Farmout Agreement or (ii) is conducting or has conducted a Project (as such term is defined in the Farmout Agreement) pursuant to the Farmout Agreement. The Parties agree to preserve as a priority during any transition of operations the safety of individuals and the environment in compliance with all Laws and Governmental Authorities. For the purposes of this Agreement, the term "Evaluation Data" shall mean Seismic Data and other data and information relating to the Assets including, without limitation, to the extent applicable, relevant geological and geophysical interpretations and information, including the most recent reports, interpretations, and maps, and all specialty processing and analysis of Seismic Data (e.g., migration, AVO, etc.); the term "Seismic Data" shall mean any and all seismic data, two-dimensional multifold seismic data, three-dimensional seismic data, stacked and migrated processed sections, digital field tapes, stacked tapes, support data relating thereto, stick and quality control segments, receiver and bin center locations, stacking velocities, shothole drilling information, digital shotpoint locations, magnetic, surface, and other surveys, seismic sections, surface and subsurface maps, plats, charts, and any interpretations of the foregoing, or other like information customarily used in connection with oil and/or gas exploration; and the term "Well Data" shall mean any logs, core samples, other geological and geophysical data or similar data created during drilling operations, any engineering records or reports (including wellbore schematics), any drilling records or reports (including detailed daily drilling reports) and any related reports filed with the BOEM or BSEE.

Section 5.5 Marketing Contracts. Upon termination of this Agreement pursuant to the terms hereof, to the extent Operator is the owner of such contracts or agreements, Operator shall immediately assign to Fieldwood Energy I its rights to all contracts or agreements related to the Marketing Services described on Exhibit A hereto and take such actions as may be reasonably necessary to obtain any required consents for such assignments; provided, however, that Operator shall not be required (i) to assign any contract if such assignment would be in breach of an agreement with a third party to which Operator is a party or (ii) to provide any monetary or non-monetary consideration for such consent unless paid by Owner. During the term of this Agreement, Operator shall not enter into any agreement(s) for the benefit or use of the Owners or in connection with the operation of the Assets that prohibits assignment to Owners.

ARTICLE VI. INDEMNITIES; DISCLAIMERS

Section 6.1 Owners' Indemnification Obligations. Notwithstanding any knowledge or investigation of any person, Owners agree, to the fullest extent permitted by applicable Laws, to assume, release, indemnify, defend, and hold harmless Operator, and its equity-holders, parent, affiliates, and subsidiary companies together with its and all of their respective officers, directors, managers, employees, in-house legal counsel, agents, and representatives, and the respective successors, spouses, relatives, dependents, heirs, and estate of any of the foregoing (excluding any members of the Owner Group) (the "Operator Group") against and from all claims, demands, complaints, losses, fines, penalties, citations, damages, causes of action, suits, judgments, orders, expenses, or costs, including court costs, reasonable attorneys' fees, and expert witnesses' fees (collectively "Damages") caused by or arising out of or resulting from this Agreement or the provision of Services pursuant to this Agreement, but only to the extent such Damages are not attributable to (i) the breach of Operator's agreement contained in Section 1.7 above regardless of whether such breach was caused by Operator's gross negligence or willful misconduct, or (ii) the gross negligence or willful misconduct of Operator. Owners shall reimburse any Operator Group member entitled to indemnity hereunder for its legal and other expenses incurred in connection with defending any claim with respect to such Damages, which reimbursement shall be made promptly after receipt by Owners of a written request therefor accompanied by reasonable supporting documentation with respect to the legal and other expenses for which such Operator Group member seeks reimbursement. **THE FOREGOING INDEMNITY OBLIGATIONS SHALL APPLY WHETHER OR NOT SUCH DAMAGES ARISE OUT OF (i) NEGLIGENCE (INCLUDING SOLE, SIMPLE, CONCURRENT, ACTIVE, OR PASSIVE NEGLIGENCE OR OTHERWISE), BUT EXPRESSLY NOT INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OPERATOR OR ANY OTHER MEMBER OF THE OPERATOR GROUP, (ii) STRICT LIABILITY, (iii) THE UNSEAWORTHINESS OF ANY VESSEL OR THE UNAIRWORTHINESS OF ANY AIRCRAFT OR (iv) ANY VIOLATION OF ANY LAW, RULE, REGULATION, OR ORDER RELATED TO THE OWNERSHIP OR OPERATION OF THE ASSETS, INCLUDING APPLICABLE ENVIRONMENTAL LAWS, EXCEPT IN THE EVENT THAT SUCH DAMAGES OR VIOLATION IS CAUSED BY OR RESULTS FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY MEMBER OF THE OPERATOR GROUP.**

Section 6.2 Operator's Indemnity Obligations. OPERATOR SHALL, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ASSUME, RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNERS, AND THEIR EQUITY-HOLDERS, PARENT, AFFILIATES, AND SUBSIDIARY COMPANIES, CO-LESSEES, CO-OWNERS, PARTNERS, JOINT VENTURERS, TOGETHER WITH ITS AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, IN-HOUSE LEGAL COUNSEL, AGENTS, AND REPRESENTATIVES, AND THE RESPECTIVE SUCCESSORS, SPOUSES, RELATIVES, DEPENDENTS, HEIRS, AND ESTATE OF ANY OF THE FOREGOING (EXCLUDING ANY MEMBERS OF THE OPERATOR GROUP) (THE "OWNER GROUP") AGAINST AND FROM ALL DAMAGES CAUSED BY OR ARISING OUT OF OR RESULTING FROM (i) THE BREACH OF OPERATOR'S AGREEMENT CONTAINED IN SECTION 1.7 ABOVE OR SECTION 7.4 OR (ii) THE GROSS

NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY MEMBER OF THE OPERATOR GROUP IN CONNECTION WITH THE PROVISION OF SERVICES UNDER THIS AGREEMENT.

Section 6.3 Disclaimers. EXCEPT WITH RESPECT TO OPERATOR'S AGREEMENT CONTAINED IN SECTION 1.7 ABOVE OR SECTION 7.4 BELOW, BUT OTHERWISE NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT TO THE CONTRARY, OPERATOR MAKES NO, AND DISCLAIMS ANY, REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THIS AGREEMENT OR THE PERFORMANCE OR RESULTS OF THE SERVICES. EXCEPT WITH RESPECT TO (i) ANY BREACH OF OPERATOR'S AGREEMENT CONTAINED IN SECTION 1.7 ABOVE OR SECTION 7.4 BELOW, OR (ii) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OPERATOR OR ANY OTHER MEMBER OF THE OPERATOR GROUP IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, OPERATOR EXPRESSLY DISCLAIMS, AND OWNERS AGREE THAT THE OPERATOR GROUP SHALL BE FREE FROM, ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT, OR INFORMATION WITH RESPECT TO THE SERVICES THAT IS MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ANY OWNER GROUP MEMBER (INCLUDING ANY OPINION, INFORMATION, PROJECTION, EVALUATIONS, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ANY OWNER GROUP MEMBER BY ANY OPERATOR GROUP MEMBER).

Section 6.4 Laws; Application. The indemnification obligations in this ARTICLE VI are intended to comply with applicable Laws. To the extent such indemnification provisions are found to violate any applicable Law, or in the event any applicable Law is enacted or amended so as to cause these provisions to be in violation therewith, this Agreement shall automatically be amended to provide that the indemnification provided hereunder shall extend only to the maximum extent permitted by the applicable Law.

Section 6.5 Limitations. EXCEPT FOR THIRD PARTY CLAIMS FOR WHICH ANY PARTY IS OBLIGATED TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER PARTY'S GROUP UNDER THIS AGREEMENT, BUT OTHERWISE NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT TO THE CONTRARY, NEITHER OPERATOR NOR ANY OWNER SHALL BE LIABLE TO THE OTHER PARTY'S GROUP UNDER THIS AGREEMENT FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, EXCEPT SUCH AS MAY BE AWARDED TO THIRD PARTIES. EXCEPT FOR BREACHES OF OPERATOR'S OBLIGATIONS CONTAINED IN SECTION 7.4, OPERATOR SHALL NOT BE LIABLE TO THE OWNER GROUP FOR ANY AMOUNTS IN THE AGGREGATE GREATER THAN THE AMOUNTS ACTUALLY RECEIVED BY OPERATOR UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL NOT APPLY TO DAMAGES OWNER MAY OWE TO A THIRD PARTY TO THE EXTENT ARISING OUT OF OPERATOR'S BREACH OF ITS OBLIGATIONS CONTAINED IN SECTION 1.7.

ARTICLE VII. MISCELLANEOUS

Section 7.1 Force Majeure. In the event that Operator is rendered unable, wholly or in part, by Force Majeure or other causes herein specified, to carry out all or any of its obligation under this Agreement, it is agreed that on Operator's delivery of written notice, so far as Operator is prevented by such Force Majeure or other causes herein specified, Operator's obligation shall be suspended during the continuance of any inability so caused, and Operator will not be liable to Owners for any interruptions of service, any delays, or any failure to perform under this Agreement caused by such Force Majeure. For the avoidance of doubt, any delays, interruptions or failures to perform caused by such occurrences shall not be deemed to be a breach or failure to perform under this Agreement. The term "Force Majeure" means occurrences beyond the reasonable control of Operator and includes, without limiting the generality of the foregoing: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, storms, hurricanes, tropical storms, loop currents, floods, washouts, arrests, and restraints of the Government, either federal or state, civil or military, civil disturbances, explosions, sabotage, malicious mischief, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe, refusal or inability of resale owner(s) or transporter(s) to take deliveries due to events of Force Majeure, inability of Operator to obtain right-of-way, necessary materials, supplies, or permits not caused by the failure of Operator to pay for or negligence to obtain such rights-of-way, necessary materials, supplies, or permits, an order, directive, or restraint issued or imposed by any Governmental Authority, regulatory body or court having jurisdiction. It is understood and agreed that the settlement of strikes or other labor difficulties shall be entirely within the discretion of Operator. During the continuation of a Force Majeure event, Operator shall act diligently to overcome the impediments caused by such event and use its commercially reasonable efforts to promptly resume performance of its obligations under this Agreement.

Section 7.2 Notices. Any notice, request, instruction, correspondence or other document to be given hereunder by any Party to another (herein collectively called "Notice") shall be in writing and delivered by email and additionally in person or by courier service requiring acknowledgement of receipt or mailed by certified mail, postage prepaid and return receipt requested, or by overnight delivery service, or by electronic mail (provided that notices by electronic mail shall also be sent by one of the other permitted means to be effective), as follows:

If to Fieldwood Energy I:

Fieldwood Energy I LLC
ADDRESS
Attn:
Phone:
Email:

with a copy to:

Apache Corporation
2000 Post Oak Blvd, Suite 100
Houston, TX 77056
Attn: Brian Erickson
Phone: 713-296-6000
Email: brian.erickson@apachecorp.com

If to Operator:

[Fieldwood Energy II LLC]
2000 W. Sam Houston Pkwy S. Suite 1200
Houston, Texas 77042
Attn: Thomas R. Lamme
Phone: (713) 969-1107
Email: tlamme@fwelc.com

with a copy to:

Apache Corporation
2000 Post Oak Blvd, Suite 100
Houston, TX 77056
Attn: Brian Erickson
Phone: 713-296-6000
Email: brian.erickson@apachecorp.com

If to GOM Shelf:

GOM Shelf LLC
ADDRESS
Attn:
Phone:
Email:

with a copy to:

Apache Corporation
2000 Post Oak Blvd, Suite 100
Houston, TX 77056
Attn: Brian Erickson
Phone: 713-296-6000
Email: brian.erickson@apachecorp.com

Notice given by personal delivery or courier shall be effective upon actual receipt. Notice given by mail shall be effective upon actual receipt or, if not actually received, the fifth Business Day following deposit with the U.S. Post Office. Notice given by electronic mail shall be effective upon

delivery if delivered to a working email address during the recipient's normal business hours, or at the beginning of the recipient's next Business Day if not delivered during the recipient's normal business hours. If a date specified herein for giving any Notice or taking any action is not a Business Day (or if the period during which any Notice is required to be given or any action taken expires on a date which is not a Business Day), then the date for giving such Notice or taking such action (and the expiration date of such period during which notice is required to be given or action taken) shall be the next day which is a Business Day. Any Party may change any address, electronic or otherwise, to which Notice is to be given to it by giving Notice as provided above of such change of address; provided that only Apache Corporation may change its address for copies and such copies may not be amended, discontinued, or delayed without Apache Corporation's express written consent.

Section 7.3 No Joint Venture or Partnership. Nothing in this Agreement is intended to create, or shall be construed as creating, a partnership, joint venture, association for profit or other business entity between or among the Parties, and for federal and state income tax purposes, the Parties elect to be excluded from the application of the provisions of Subchapter K, Chapter 1, Subtitle A of the Internal Revenue Code of 1986, as amended, as permitted and authorized by Section 761 of said Code and the regulations promulgated thereunder.

Section 7.4 No Fiduciary Duty. It is expressly understood and agreed that this Agreement is a purely commercial transaction between the Parties and that nothing stated herein shall operate to create any fiduciary duty which a Party shall owe to the other Party. Operator agrees that if it handles cash on behalf of any Owner hereunder, it shall do so as an agent of Owner and shall be reasonably prudent in the handling of such cash as if it were handling its own cash. Notwithstanding anything herein to the contrary, Operator shall reimburse Owner dollar for dollar for the misappropriation of cash of the Owner handled by Operator pursuant to this Agreement by any member of the Operator Group; *provided*, that the Parties hereby acknowledge that the disposition of Owners' cash in Operator's good faith performance of the Services pursuant to its reasonable business judgment shall not constitute "misappropriation" hereunder.

Section 7.5 Entire Agreement. This Agreement (together with the Exhibits hereto, including the Agency Agreement attached as Exhibit C) and the SEMS Bridging Agreement & Interface Document among Owners and Operator dated the date hereof (the "SEMS Agreement") constitute the entire agreement among the Parties with respect to the subject hereof and supersedes any other representations, understandings or agreements (whether written, oral or otherwise) that may have been made or entered into by the Parties or any of their respective Affiliates relating to the transactions contemplated hereby or the subject hereof. The Parties agree that Apache Corporation is a third-party beneficiary with respect to the notice requirements under Sections 3.4 and 3.8.

Section 7.6 Successors and Assignments. This Agreement is personal as to Operator and Owners and shall not be assigned by Operator without Owners' consent or any Owner without Operator's consent; provided that the foregoing shall not apply if Operator assigns this Agreement in total (i) along with all of its personnel who are performing any part of the Services hereunder to an Affiliate, provided that no such assignment by Operator to an Affiliate shall relieve Operator of its obligations under this Agreement, or (ii) to an acquirer of all or substantially all of Operator's

business or all or substantially all of Operator's employees providing Services hereunder. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors, assigns, and legal representatives.

Section 7.7 Amendment. This Agreement may be amended or modified in whole or in part, and terms and conditions may be waived, only by a duly authorized agreement in writing which makes reference to this Agreement executed by each Party.

Section 7.8 Construction.

(a) All article, section, schedule, and exhibit references used in this Agreement are to articles and sections of, and Schedules and Exhibits to, this Agreement, unless otherwise specified. The schedules and exhibits attached to this Agreement constitute a part of this Agreement and are incorporated herein for all purposes.

(b) Unless otherwise indicated, with respect to either Party, the terms "ordinary course of business" or "ordinary course" shall be deemed to refer to the ordinary conduct of business in a manner consistent with the past practices and customs of such Party.

(c) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The words "include", "includes" or "including" do not limit the preceding terms and shall be deemed to be followed by the words "without limitation." The words "hereof," "hereto," "hereby," "herein," "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular section or article in which such words appear. The term "or" is not exclusive.

(d) The terms "day" and "days" mean and refer to calendar day(s). The terms "year" and "years" mean and refer to calendar year(s).

(e) Operator and Owners have each participated in the negotiation and drafting of this Agreement, and, if an ambiguity should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement.

(f) The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

(g) All references to currency herein shall be to, and all payments required hereunder shall be paid in, United States Dollars.

(h) The serial comma is sometimes included and sometimes omitted. Its inclusion or omission shall not affect the interpretation of any phrase.

Section 7.9 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties to the greatest extent legally permissible.

Section 7.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any .pdf or other electronic transmission hereof or signature hereon shall, for all purposes, be deemed originals.

Section 7.11 Governing Law. This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Texas without regard to the principles of conflicts of Laws that would direct the application of the Laws of another jurisdiction.

Section 7.12 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 7.13 Disputes. Any disputes arising out of or relating to this Agreement shall be resolved exclusively by the state or federal courts located in Houston, Texas.

[Remainder of Page Intentionally Left Blank. Signature Page(s) to Follow.]

IN WITNESS WHEREOF, this Agreement has been signed by each of the Parties as of the date first above written.

OPERATOR:

[FIELDWOOD ENERGY II LLC]

By: _____
Name: _____
Title: _____

OWNERS:

FIELDWOOD ENERGY I LLC

By: _____
Name: _____
Title: _____

GOM SHELF LLC

By: _____
Name: _____
Title: _____

[Signature page to Transition Services Agreement]

EXHIBIT A

TO TRANSITION SERVICES AGREEMENT

SERVICES

1. Asset Management Services. Subject to the terms of this Agreement, Operator shall provide the following Services with respect to the Assets.

1.1 Operating Services.

- (a) Start of Service Term. Effective Date.
- (b) End of Service Term. On the date of the discontinuation of Services as set forth in Section 5.1.
- (c) Services: Providing the following operating services with respect to the Operated Assets (except to the extent limited by Section 1.6 of this Agreement):
 - (i) Complying with, and causing the Operated Assets to be operated in compliance in all material respects with, all state and federal Laws and regulations, including, but not limited to, following all required health, safety and environmental Laws, regulations and programs (such as SEMS), complying with all regulatory filing and reporting requirements, and obtaining all necessary permits as such Operating Services may have been generally provided by Fieldwood Energy LLC immediately before the divisive merger for Fieldwood Energy I; provided that nothing in this provision shall require Operator to make on behalf of an Owner any filing, payment, or submission (or otherwise take any action) that, under applicable Law, may be made only by a party designated with BOEM, BSEE, or other Governmental Authority as a designated operator, designated applicant, designated payor, or responsible party for such Owner or that could make Operator directly liable or responsible to BOEM, BSEE, or other Governmental Authority, or any other third party with respect to any of the Assets in which event Operator shall prepare the necessary filing or submission and provide it to the applicable Owner to file or submit or, in the case of a payment, notify the applicable Owner of such payment so that such Owner can make such payment.
 - (ii) Until the end of the Service Term, serve as each Owner's authorized agent with respect to the Operated Assets of such Owner, in accordance with the terms hereof and any applicable operating agreements and similar contracts (if any), by performing the following as and when needed:

(A) purchasing (either directly or as agent for Owners) supplies, materials, tools, and equipment associated with the Operated Assets, provided that the costs of such that are paid directly by Operator will be reimbursed by the applicable Owner to Operator, further, provided that without such Owner's prior written consent Operator will not purchase any single item with respect to the Operated Assets if such purchase would result in a charge or cost to such Owner greater than one million dollars (\$1,000,000.00) for any single item or five million dollars (\$5,000,000.00) in the aggregate as to all such items during any calendar year. Such Owner's consent shall be deemed granted unless such Owner notifies Operator to the contrary within ten (10) Business Days from such Owner's receipt of Operator's request;

(B) contracting (either directly or as agent for Owners) for services associated with the physical operation of the Operated Assets, provided that the costs associated with such services will be paid directly by the Owner of such Operated Assets or reimbursed to Operator by such Owner, further, provided that without such Owner's prior written consent Operator will not contract for any of such services with respect to any of the Operated Assets if such contract (1) is with an affiliate of Operator or (2) would obligate such Owner for a period more than ninety (90) days after the end of the Service Term for the Operating Services. Such Owner's consent shall be deemed granted unless such Owner notifies Operator to the contrary within ten (10) Business Days from receipt of Operator's request;

(C) executing, amending, or extending contracts (either directly or as agent for Owners) associated with the physical operation of the Operated Assets in the normal course of business, provided that the costs associated with such execution, amendment or extension of the contracts will be paid directly by the Owner of such Operated Assets or reimbursed by such Owner to Operator, further, provided that without such Owner's prior written consent Operator will not contract for any of such services with respect to any of the Operated Assets if such contract (1) is with an Affiliate of Operator; or (2) would obligate such Owner for a period more than ninety (90) days after the end of the Service Term for the Operating Services. Such Owner's consent shall be deemed granted unless such Owner notifies Operator to the contrary within ten (10) Business Days from receipt of Operator's request;

(D) functioning as each Owner's agent in such Owner's capacity as operator under the applicable joint operating agreements, production handling agreements, and other similar operating agreements related to the Operated Assets with all rights and authority to communicate with co-lessees and non-operating parties and take all actions under the applicable

agreement as if it were such Owner. Such Owner and Operator shall enter into an Agency Agreement in the form attached hereto as Exhibit C (the “Agency Agreement”);

(E) functioning as each Owner’s agent under the applicable master service agreements, work orders, purchase orders and similar service contracts related to the Operated Assets with all rights and authority to communicate with the service providers and take all actions under the applicable agreement as if it were such Owner, pursuant to the Agency Agreement; and

(F) functioning as each Owner’s agent in representing such Owner in its capacity as the owner of the Operated Assets in all dealings and communications with Governmental Authorities, provided that such Owner reimburses Operator for any fees, fines, or penalties associated with such dealings and communications, further, provided that Operator must obtain the prior approval of such Owner before Operator agrees to a fine or penalty in excess of one hundred twenty five thousand dollars (\$125,000) (it being understood and agreed that no Owner’s consent is required for any such fee or penalty to which Owner has no right to approve, reject, or appeal under applicable Law). Operator will provide such Owner copies of all correspondence with Governmental Authorities, other than routine correspondence, on a periodic basis or as requested by such Owner.

1.2 Production Marketing, Marketing Services, and Marketing Accounting Services:

(a) Start of Service Term. Effective Date.

(b) End of Service Term. On the date of the discontinuation of Services as set forth in Section 5.1; provided, however, that each Owner may notify Operator in writing thirty (30) days prior to the end of any production month if such Owner wishes to terminate the Production Marketing, Marketing Services and Marketing Accounting Services as of the end of such month, and such Services shall terminate at the close of accounting business for such production month.

(c) Services: Providing the following production marketing, marketing services and marketing accounting services with respect to the Assets (except as limited by Section 1.6 of this Agreement):

(i) For each third party agreement with respect to the Assets that each Owner and Operator mutually agree, Operator shall function as the agent for such Owner with all rights and authority to communicate with the service providers and take all actions under the applicable

agreement as if it were such Owner, pursuant to the Agency Agreement;

- (ii) Performing all marketing, gas control, crude oil and gas scheduling, contract administration, and other similar services necessary to sell production associated with the Assets in a manner substantially consistent with Operator's or its personnel's current general practices, provided that all marketing shall be at prices Operator reasonably believes to be representative of market value. Upon request, Operator will provide Owner summaries of the scheduled oil and gas or plant statements;
- (iii) Performing all revenue and marketing accounting functions relating to the Assets, including the calculation and payment of royalty and overriding royalties, transportation, cash out, netback pricing, weighted average sales price, and other marketing accounting functions performed in the normal course of business; and
- (iv) Management of all lease of platform space agreements, production handling agreements, pipeline interconnect agreements, boarding agreements, midstream facility ownership and/or contract operating agreements, and other similar agreements of an Owner with respect to its Assets.

1.3 Treasury and Accounting Services:

(a) Start of Service Term. Effective Date.

(b) End of Service Term. On the date of the discontinuation of Services as set forth in Section 5.1; provided, however, that each Owner may notify Operator in writing thirty (30) days prior to the end of any production month if such Owner wishes to terminate the Expenditure Accounting Services as of the end of such month, and such Services shall terminate at the close of accounting business for such production month.

(c) Services: Providing the following treasury and accounting services with respect to the Assets (except as limited by Section 1.6 of this Agreement):

- (i) Managing any bank accounts, trusts, etc. of an Owner associated with the operation of the Assets;
- (ii) Performing all expenditure accounting functions for each Owner relating to such Owner's Assets, including for such Owner's

payment of all invoices and subsequent billing of same to all working interest owners, AFE maintenance, and maintenance of property/cost center numbers;

- (iii) Managing the collection of any joint interest billings and revenue relating to the Assets;
- (iv) Performing as needed all the calculations of severance, ad valorem/property, and sales and use taxes, but excluding state or federal income, margin, or excise taxes;
- (v) Performing all of the property, revenue, and royalty accounting services related to the Assets, including properly disbursing payments to and collecting payments from third parties and working interest, royalty, and overriding royalty owners as required by such accounting services as well as rental, severance or production taxes, right of way payments, leasehold, minimum or advance payments due in the normal course of business, and annual 1099 reporting as required by the Internal Revenue Service;
- (vi) Performing all the calculations and preparation of monthly gas and oil balancing and payout statements in the ordinary course of business; and
- (vii) Identifying to the applicable Owner, and making payments for lease rentals, shut-in royalties, minimum royalties, payments in lieu of production, royalties, overriding royalties, production payments, net profit payments, and other similar burdens that are associated with the ownership and operation of the Assets; provided, however, that the consent of the applicable Owner shall be required for the actions set forth in Section 1.6(c) of the Agreement.

1.4 Land Administration Services.

(a) Start of Service Term. Effective Date.

(b) End of Service Term. On the date of the discontinuation of Services as set forth in Section 5.1; provided, however, that each Owner may notify Operator in writing thirty (30) days prior to the end of any month if such Owner wishes to terminate the Land Administration Services effective as of the end of such month and such Services shall terminate at the end of such month.

(c) Services: Providing the following land administration services with respect to the Assets (except as limited by Section 1.6 of this Agreement):

- (i) Administering and maintaining all leases and agreements relating to the Assets;
- (ii) Maintaining and updating all lease, ownership, contract, and property records and databases relating to the Assets;
- (iii) Maintaining and updating all royalty payment reports and databases;
- (iv) Maintaining and updating all royalty suspense accounts, reports, and databases and administering escheat duties in accordance with established State rules and regulations;
- (v) Maintaining and updating all accounts, reports, and databases associated with compulsory pooled interests related to the Assets;
- (vi) Generating, verifying, processing, approving, and signing all internal and external division orders and transfer orders required in the normal course of business;
- (vii) Identifying for payment by Owner and appropriately invoicing all rentals, surface, right of way, shut-in payments, and other payments required by the leases or other agreements relating to the Assets;
- (viii) Maintaining all land, contract, division of interest, lease files, and other files relating to the subject land administration functions; and
- (ix) Such other administrative services as Operator administered or caused to be administered to maintain the leases or agreements relating to the Assets.

1.5 Supply Chain.

(a) Start of Service Term. Effective Date.

(b) End of Service Term. On the date of the discontinuation of Services as set forth in Section 5.1; provided, however, that each Owner may notify Operator in writing ten (10) Business Days prior to the end of any month if such Owner wishes to terminate the applicable Services as of the end of such Month and such Services shall terminate at the end of such month.

(c) **Services.** Providing the following supply chain services with respect to the Operated Assets (except as limited by Section 1.6 of this Agreement):

- (i) Operator shall provide procurement services with respect to the Operated Assets;
- (ii) Except as it relates to marketing contracts, which shall be covered by Section 1.2 of this Exhibit A, Operator shall provide Contract Administration Services with respect to the Operated Assets; and
- (iii) Operator shall function as the agent for each Owner with all rights and authority to communicate with the service providers and take all actions under the applicable agreement as if it were such Owner, pursuant to the Agency Agreement.

2. Hourly Services. Operator shall provide the following Services with respect to the Assets in a manner substantially consistent with Operator's general practices for similarly situated assets:

2.1 Legal.

- (a) Start of Service Term. Effective Date.
- (b) End of Service Term. On the date of the discontinuation of Services as set forth in Section 5.1; provided, however, that each Owner may discontinue these Services by providing Operator ten (10) days prior written notice of its desire to do so, and such Services shall terminate at the end of such ten (10) day period.
- (c) **Services.** Providing the following legal services with respect to the Assets (except as limited by Section 1.6 of this Agreement):
 - (i) Review and negotiation of contracts with service providers and other third parties;
 - (ii) Management of litigation, government investigations, and other disputes as directed by such Owner; and
 - (iii) Directing outside counsel engaged by such Owner in providing advice and counsel to such Owner with respect to the Assets and the

various legal matters that may arise from time to time related thereto.

2.2 Finance and Tax.

- (a) Start of Service Term. Effective Date.
- (b) End of Service Term. On the date of the discontinuation of Services as set forth in Section 5.1; provided, however, that each Owner may discontinue these Services by providing Operator ten (10) days prior written notice of its desire to do so, and such Services shall terminate at the end of such ten (10) day period.
- (c) Services. Providing the following supply finance and tax services with respect to the Assets (except as limited by Section 1.6 of this Agreement):
 - (i) Preparation of projections, analyses and reports related to the Assets;
 - (ii) Review and negotiation of financing agreements, including hedging agreements; and
 - (iii) Preparation and administration of all federal, state, and local tax processes, including the preparation of appropriate tax returns and/or directing outside tax preparers in the preparation of any tax matters and/or activities related to the Assets.

2.3 Insurance.

- (a) Start of Service Term. Effective Date.
- (b) End of Service Term. On the date of the discontinuation of Services as set forth in Section 5.1; provided, however, that each Owner may discontinue these Services by providing Operator ten (10) days prior written notice of its desire to do so, and such Services shall terminate at the end of such ten (10) day period.
- (c) Services. Providing the following insurance services with respect to the Assets (except as limited by Section 1.6 of this Agreement):
 - (i) Review and negotiation of insurance documents and agreements, including bonds, insurance policies, and similar agreements;

- (ii) Management of any claims made or to be made under the applicable insurance policies, bonds, and similar agreements as directed by such Owner; and
- (iii) Procure and maintain insurance coverages on behalf of the applicable Owner(s) that are customary for a reasonably prudent operator with properties, equipment, and other assets similar to the Assets and operations in the Gulf of Mexico and in amounts commensurate with operations and obligations in this Agreement. Such requirements shall include, but shall not be limited to, insurance as required by applicable Law.

2.4 Financial Reporting and Audit Services.

- (a) Start of Service Term. Effective Date.
- (b) End of Service Term. On the date of the discontinuation of Services as set forth in Section 5.1; provided, however, that each Owner may discontinue these Services by providing Operator ten (10) days prior written notice of its desire to do so, and such Services shall terminate at the end of such ten (10) day period. The terms of Section 2.4 (d)(i) shall survive the termination of this Agreement for such period of time as is necessary for such Owner or its representatives to conduct the review and audit of financial statements prepared under Section 2.4 (d)(ii) or for the review and audit of financial statements prepared subsequent to discontinuation of Services where financial results are included for the applicable periods the Services were provided.
- (c) Services. Providing the following supply financial reporting and audit services with respect to the Assets (except as limited by Section 1.6 of this Agreement):
 - (i) Facilitate and coordinate the review and audit of such Owner's business records in the normal course of business or as required in accordance with the terms of the Limited Liability Agreement of Fieldwood Energy I LLC;
 - (ii) Preparing financial statements and/or directing outside accounting personnel in the preparation and maintenance of audit reports and financial statements and any required filings or reporting in accordance with the terms of the Limited Liability Agreement of Fieldwood Energy I LLC; and

- (iii) Auditing the books and records of third parties related to activities under operating, production handling, and other similar agreements in the normal course of business or as reasonably requested by such Owner.

[Remainder of Page Intentionally Left Blank]

EXHIBIT B

TO TRANSITION SERVICES AGREEMENT

OPERATOR REPRESENTATIVES LIST

[NTD: List will include name, title and contact information for the individuals in charge of performing each Service.]

EXHIBIT C
TO TRANSITION SERVICES AGREEMENT
FORM OF AGENCY AGREEMENT

Exhibit C – Page 1
Transition Services Agreement

AGENCY AGREEMENT

This Agency Agreement (this “Agreement”) is made effective as of _____, 202__ (“Effective Date”) by and between [Fieldwood Energy II LLC], a Delaware limited liability company (“Operator”), and Fieldwood Energy I LLC, a Texas limited liability company (“Fieldwood I”) and GOM Shelf LLC, a Delaware limited liability company (“GOM Shelf” and, together with Fieldwood Energy I, the “Owners”, and each, an “Owner”). Each capitalized term not defined herein shall have the meaning ascribed to such term in that certain Transition Services Agreement dated as of the Effective Date (the “Transition Services Agreement”) between Operator and Owner.

WHEREAS, Fieldwood I is a resulting entity of a divisive merger effected in connection with the final plan of reorganization of Chapter 11 Case 20-33948, *In re: Fieldwood Energy LLC et al.*, in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Plan”);

WHEREAS, Owners are the owners of various assets, comprising certain oil and gas properties and related equipment, contracts, and other assets located primarily in the Gulf of Mexico (the “Assets”);

WHEREAS, of even date herewith, Operator and Owners entered into that certain Transition Services Agreement, which agreement provides for Operator to provide Owners certain services related to Owners’ interests in the Assets; and

WHEREAS, Operator and Owners desire that Operator administer those certain services described on Exhibit A to the Transition Services Agreement during the Service Term for each applicable Service as set forth in the Transition Services Agreement; and

WHEREAS, subject to the limitations and obligations of Operator pursuant to this Agreement and the Transition Services Agreement, Owners desire that Operator act as agent for Owners for all matters related to certain of the third-party agreements set forth on Schedule 1 of this Agreement (the “Third Party Contracts”) and related to representation of each Owner as the owner of the Assets in all dealings and communications with Governmental Authorities, or as may be mutually agreed upon from time to time by Owners and Operator in writing.

NOW THEREFORE, in consideration of the mutual premises, covenants, and agreements contained herein, the benefits to be derived by each party hereunder and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Operator and Owners hereby agree as follows:

1. Appointment of Agent. Subject to the limitations and obligations of Operator pursuant to this Agreement and the Transition Services Agreement (including particularly but without limitation Section 1.6 thereof), Owners hereby appoint Operator, and Operator hereby accepts and

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Transition Services Agreement

agrees to act as the agent for Owners, in all respects, under the Third Party Contracts and in all dealings and communications with any Governmental Authorities related to the Assets or operations related thereto. Unless expressly permitted by Owners or to the extent permitted under the Transition Services Agreement, no other party shall be authorized to act on behalf of Owners with respect to such Third Party Contracts. Operator's authority as agent for Owners shall be subject to the following limitations and obligations:

- (a) Operator shall hold such Third Party Contracts for the benefit of Owners and shall exercise all rights available to Operator with respect to such third-party agreements in accordance with the Transition Services Agreement;
- (b) Operator shall use commercially reasonable efforts to maintain and keep such Third Party Contracts in full force and effect;
- (c) Operator shall not transfer, sell, hypothecate, encumber, relinquish, or cause the termination of such Third Party Contracts;
- (d) Operator shall not materially amend, or extend any of such Third Party Contracts, except as allowed in the Transition Services Agreement;
- (e) The foregoing notwithstanding, Operator does not assume any obligation under any Third Party Contract and shall not be deemed to have assumed any such obligation under the Third Party Contract by reason of acting as Owners' agent hereunder or by the existence of this Agreement, except as set forth in the Transition Services Agreement; and
- (f) With respect to dealings and communications with Governmental Authorities, Operator shall act in a manner consistent with the limitations of the Transition Services Agreement.

Requests for approval of any action restricted by this Agreement shall be delivered to the sole manager of Owners, provided that Operator may take whatever actions it deems in good faith to be required in the event of an emergency.

2. Indemnity. Except for Damages resulting from Operator's gross negligence or willful misconduct or from Operator's breach of the agreement contained in Section 1.7 or Section 7.4 of the Transition Services Agreement, Operator and Owners hereby acknowledge and agree that all Damages and obligations arising out of or attributable to Operator's service as Owners' agent hereunder shall constitute obligations for which Owners shall indemnify, defend, and hold harmless the Operator Group (excluding any member of Owner Group), and Section 6.1 of the Transition Services Agreement shall apply to such indemnification obligations hereunder, mutatis mutandis (**WHETHER OR NOT SUCH DAMAGES ARISE OUT OF (i) NEGLIGENCE (INCLUDING SOLE, SIMPLE, CONCURRENT, ACTIVE, OR PASSIVE NEGLIGENCE OR OTHERWISE), BUT EXPRESSLY NOT INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OPERATOR OR ANY OTHER MEMBER OF THE**

OPERATOR GROUP OR ANY OTHER PERSON OR OPERATOR'S BREACH OF THE AGREEMENT CONTAINED IN SECTION 1.7 OR SECTION 7.4 OF THE TRANSITION SERVICES AGREEMENT, (ii) STRICT LIABILITY, (iii) THE UNSEAWORTHINESS OF ANY VESSEL OR THE UNAIRWORTHINESS OF ANY AIRCRAFT OR (iv) ANY VIOLATION OF ANY LAW, RULE, REGULATION, OR ORDER RELATED TO THE OWNERSHIP OR OPERATION OF THE ASSETS, INCLUDING APPLICABLE ENVIRONMENTAL LAWS, EXCEPT IN THE EVENT THAT SUCH DAMAGES OR VIOLATION IS CAUSED BY OR RESULTS FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY MEMBER OF THE OPERATOR GROUP). Sections 6.1, 6.2, 6.3, 6.4 and 6.5 of the Transition Services Agreement are hereby incorporated by reference, *mutatis mutandis*.

3. Power of Attorney. This Agreement shall serve as a general power of attorney. Each Owner hereby grants Operator, and Operator hereby accepts, a power of attorney for Operator to serve as the attorney-in-fact and agent for such Owner and to take any and all actions to effectuate the purpose and activities described in the Transition Services Agreement, including, but not limited to, taking any action under the Third Party Contracts, entering into any agreement, and representing Owners in certain dealings and communications with Governmental Authorities related to the Assets or operations related thereto. This power of attorney is subject to the limitations of the Transition Services Agreement and this Agreement and shall terminate upon the termination of the Transition Services Agreement.

4. Miscellaneous Provisions.

(a) Term. The authority for Operator to act as each Owner's agent shall be effective as of the date hereof and shall terminate and be revoked as to each such third-party agreement at the end of each applicable Service Term for each applicable Service as set forth in the Transition Services Agreement, unless sooner revoked by notice in writing from Owner to Operator and to each third party no longer entitled to rely on the agency created by this Agreement.

(b) Transition Services Agreement. This Agreement is being entered into in conjunction with the Transition Services Agreement whereby Operator shall provide certain Services as such term is defined therein. Operations of the oil and gas properties and collection and disbursement of all revenues and payment of expenses associated with such third-party agreements will be handled in accordance with the Transition Services Agreement.

(c) Entire Agreement. This Agreement and the SEMS Bridging Agreement & Interface Document among Owners and Operator dated the date hereof constitutes the full understanding of Operator and Owners and a complete and exclusive statement of the terms and conditions of the agreement relating to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether written or oral, between Operator and Owners with respect thereto. This Agreement does not modify or amend any

terms or provisions of the Transition Services Agreement. Notwithstanding anything herein to the contrary, in the event of any conflict between that the terms of this Agreement and terms of the Transition Services Agreement, the terms of the Transition Services Agreement or any agreement contemplated thereby shall prevail.

(d) Amendments. No alteration, modification, amendment, or change in this Agreement shall be effective or binding on any party unless the same is in writing and is executed by Operator and Owners.

(e) Enforceability. This Agreement shall be enforceable by and against Operator, Owners, and their respective heirs, successors, permitted assignees, and legal representatives.

(f) Assignment. This Agreement is personal to the parties hereto. Neither Operator nor Owners shall assign, convey, transfer, or otherwise dispose of all or any portion of its interest in, or its rights and obligations under, this Agreement without the prior written consent of the other party unless such assignment is permitted under the Transition Services Agreement. Any attempted assignment without appropriate consent shall be voidable at the sole discretion of the non-assigning party.

(g) Governing Law. This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Texas without regard to the principles of conflicts of Laws that would direct the application of the Laws of another jurisdiction.

(h) Disputes. Any disputes arising out of or relating to this Agreement shall be subject to the terms set forth in Sections 7.12 and 7.13 of the Transition Services Agreement.

(i) Multiple Counterparts. This Agreement may be executed, either originally or by electronic reproduction, by the parties hereto in multiple counterparts, each of which shall be deemed an original for all purposes, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page follows.]

This Agreement is executed and delivered by Operator and Owner effective as of the Effective Date.

OPERATOR:

[FIELDWOOD ENERGY II LLC]

By: _____

Name: _____

Title: _____

OWNER:

FIELDWOOD ENERGY I LLC

By: _____

Name: _____

Title: _____

GOM Shelf, LLC

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 202_ by _____, known to me to be the person whose name is subscribed to the foregoing instrument as _____ of Fieldwood Energy II LLC, a Delaware limited liability company, on behalf of said company.

Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 202_ by _____, known to me to be the person whose name is subscribed to the foregoing instrument as _____ of Fieldwood Energy I LLC, a Texas limited liability company, on behalf of said company.

Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 202_ by _____, known to me to be the person whose name is subscribed to the foregoing instrument as _____ of GOM Shelf, LLC, a Delaware limited liability company, on behalf of said company.

Notary Public in and for the State of Texas

SCHEDULE 1

TO SERVICES AGREEMENT

THIRD-PARTY AGREEMENTS

[NTD: These are specific marketing, transportation and processing and other service agreements.]

SCHEDULE 2
TO SERVICES AGREEMENT

EXCLUDED ASSETS

[NTD: These are the assets which will be co-owned by Owner and Operator and subject to separate operating agreements.]

Exhibit 16

SEMS Bridging Agreement

SEMS BRIDGING AGREEMENT & INTERFACE DOCUMENT

This Bridging Agreement dated and effective as of _____, 202_ (the “Effective Date”) (this “Agreement”) is by and among [FIELDWOOD ENERGY II LLC, a Delaware limited liability company]¹ (the “Contractor”), FIELDWOOD ENERGY I LLC, a Texas limited liability company (the “Fieldwood Energy I”) and GOM Shelf LLC, a Delaware limited liability company (“GOM Shelf” and, together with Fieldwood Energy I, the “Owners”, and each, an “Owner”). Contractor and Owners are sometimes referred to collectively as the “Parties” and individually as a “Party”.

WHEREAS, each Owner is the operator, as designated by the Bureau of Ocean Energy Management of the United States Department of the Interior (“BOEM”), of certain of the assets owned by such Owner as of the Effective Date (the “Assets”);

WHEREAS, Fieldwood Energy I is a resulting entity of a divisive merger effected in connection with the confirmed plan of reorganization of Chapter 11 Case 20-33948, *In re: Fieldwood Energy LLC et al*, in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Plan”);

WHEREAS, in accordance with the Plan, the Owners do not have employees and require a third party to provide operational, technical, and administrative services for the Assets;

WHEREAS, pursuant to the Transition Services Agreement dated and effective as of the Effective Date by and among the Parties (the “Transition Services Agreement”), Contractor has agreed to provide certain operational, technical, and administrative services with respect to the ownership and operation of the Assets, upon the terms and conditions set forth therein, until the end of each respective Service Term (as defined therein).

In furtherance of and solely in connection with the Services (as such term is defined in the Transition Services Agreement) provided by Contractor pursuant to the Transition Services Agreement (the “Services”) the Parties agree as follows:

1. MANAGEMENT SYSTEM IMPLEMENTATION

For the purposes of providing the Services, Contractor agrees that it has used commercially reasonable efforts to;

- A. review the requirements of 30 CFR 250.1900 and the American Petroleum Institute’s Recommended Practices for Development of a Safety and Environmental Management Program for Offshore Operations and Facilities (API RP 75) as incorporated by reference;
- B. identify and review other safety, health, environmental, integrity and quality requirements relevant to the organizational department of Contractor that is providing services for Fieldwood Energy I on the Gulf of Mexico Outer Continental Shelf (“OCS”), such as those found in Contractor’s own standards and in regulations promulgated by U.S. government agencies, such as:
 - I. The Bureau of Safety and Environmental Enforcement (BSEE)
 - II. The United States Coast Guard (USCG)
 - III. The Environmental Protection Agency (EPA);

SEMS BRIDGING AGREEMENT & INTERFACE DOCUMENT

- C. determine all requirements, to include from sources listed above, that are applicable to Contractor's provision of Services to Fieldwood Energy I on the Gulf of Mexico OCS;
- D. develop and properly implement safety, health and environmental programs and/or management systems to enable compliance with those applicable requirements set forth above;
- E. systematically monitor and assess the effectiveness of those systems set forth above on a departmental or unit level; and
- F. Continuously improve those systems where appropriate.

2. SEMS INTERFACE DOCUMENT

This SEMS Bridging Agreement and Interface Document identifies whose environmental, health and safety manuals, policies, procedures and responsibilities shall prevail at the work site and for the activities involved pursuant to the Transition Services Agreement. Contractor shall use commercially reasonable efforts to deliver all documents indicated in this document upon request of Owners at any time or for any reason at the sole discretion of Owners.

Notwithstanding anything in this Agreement to the contrary, Contractor and its subcontractors shall not have any obligation under this Agreement to provide any service or item in this Agreement to the extent Contractor is not required to provide any such service under the Transition Services Agreement.

3. SUBCONTRACTORS

Contractor shall direct its subcontractor who are providing Services under the Transition Services Agreement to comply with the requirements of this Agreement and shall disseminate to such subcontractors the information appropriate and necessary for such subcontractors to comply with this Agreement.

4. AGREEMENT

- A. By signing below, each Party affirms, agrees to and endorses the contents of this Agreement.
- B. EACH PARTY HERETO AGREES THAT IN NO EVENT SHALL CONTRACTOR HAVE ANY LIABILITY TO OWNERS HEREUNDER EXCEPT FOR DAMAGES BOTH (I) ARISING OUT OF THIS AGREEMENT AND (II) THOSE CAUSED BY, ARISING OUT OF, OR RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR.
- C. Except for Damages resulting from Contractor's gross negligence or willful misconduct, Contractor and Owners hereby acknowledge and agree that all claims, demands, complaints, losses, fines, penalties, citations, damages, causes of action, suits, judgments, orders, expenses, or costs, including court costs, reasonable attorneys' fees, and expert witnesses' fees ("Damages") arising out of or attributable to this Agreement shall constitute obligations for which Owners shall indemnify, defend, and hold harmless Contractor, and Section 6.1 of the Transition Services Agreement shall apply to such indemnification obligations hereunder, mutatis mutandis (WHETHER OR NOT SUCH DAMAGES ARISE OUT OF (i) NEGLIGENCE (INCLUDING SOLE, SIMPLE, CONCURRENT, ACTIVE, OR PASSIVE NEGLIGENCE OR OTHERWISE), BUT EXPRESSLY NOT INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR, (ii) STRICT LIABILITY, (iii) THE

SEMS BRIDGING AGREEMENT & INTERFACE DOCUMENT

UNSEAWORTHINESS OF ANY VESSEL OR THE UNAIRWORTHINESS OF ANY AIRCRAFT OR (iv) ANY VIOLATION OF ANY LAW, RULE, REGULATION, OR ORDER RELATED TO THE OWNERSHIP OR OPERATION OF THE ASSETS, INCLUDING APPLICABLE ENVIRONMENTAL LAWS, EXCEPT IN THE EVENT THAT SUCH DAMAGES OR VIOLATION IS CAUSED BY OR RESULTS FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR).

- D. This Agreement shall terminate automatically upon the termination of the Transition Services Agreement.
- E. The provisions of Article VII of the Transition Services Agreement shall apply *mutatis mutandis* to this Agreement.
- F. This Agreement is personal to the parties hereto. Neither Contractor nor Owners shall assign, convey, transfer, or otherwise dispose of all or any portion of its interest in, or its rights and obligations under, this Agreement without the prior written consent of the other party unless such assignment is permitted under the Transition Services Agreement. Any attempted assignment without appropriate consent shall be voidable at the sole discretion of the non-assigning party.

INSTRUCTIONS

- 1) The checked box (“F1” for Owners, “F2” for Contractor or both) indicates responsibility for the particular item.
- 2) Review and understand each Party’s responsibility for each item or question.
- 3) For items with shared or dual responsibility of both Owners and Contractor, see additional comments or details.
- 4) Upon complete review of this Agreement, a member of Owner and Contractor’s executive management team is to then properly sign and date this document.
- 5) Once properly signed, dated and fully executed by both Owner and Contractor, this entire document is then considered a Controlled Document, whereby only changes can be made upon written agreement of all Parties.
- 6) Any specific issue not listed below shall be submitted and approved by all Parties prior to the execution of work.
- 7) All matters below are with respect to Services provided by Contractor.

SEMS BRIDGING AGREEMENT & INTERFACE DOCUMENT

ITEM	F2	F1	ADDITIONAL DETAILS
ELEMENT 1: GENERAL			
Establishing goals and performance measures, appoint management representatives responsible for carrying out SEMS activities	X		Beginning upon signature of this document, operations performed on Fieldwood Energy I's leases, rights of way, rights of use and easements will adhere to Contactor's SEMS plan
Performing annual review of SEMS program in accordance with 250.1909(d)	X		
ELEMENT 2: SAFETY & ENVIRONMENTAL INFORMATION			
Policies and procedures to create or modify the safety & environmental information (i.e. P&IDs, SAFE charts, control systems, NPDES)	X		
To maintain red-line drawings or as built drawings for all modifications to the facility	X		
Well permit or drilling permit approvals and procedures (APM)	X		
ELEMENT 3: HAZARDS ANALYSIS			
Conduct, manage, and communicate the hazards analysis (facility level)	X		
Job safety analysis (JSA) for activities involving equipment, materials or processes led by Contractor. (Note: All personnel performing work must be included in the creation of the JSA.)	X		
JSA for activities involving equipment, materials or processes owned by sub-contractors	X		
ELEMENT 4: MANAGEMENT OF CHANGE (MOC)			
Identify and control hazards caused by changes made to Contractor's equipment, materials, operating conditions, operating procedures and personnel, including a means to communicate the change to all affected personnel	X		
Identify and control hazards caused by changes made to the sub-contractor's equipment, materials, operating conditions, operating procedures and personnel, including a means to communicate the change to all affected personnel	X		
Identify and control hazards by managing changes to existing drilling programs, well design, SAFE charts, control systems, etc.	X		
ELEMENT 5: OPERATING PROCEDURES			
Operating procedures that provide instructions for conducting safe and environmentally sound activities and address equipment or processes	X		
Operating procedures that provide instructions for conducting safe and environmentally sound activities and address equipment or processes owned by sub-contractors or used by Contractor	X		
ELEMENT 6: SAFE WORK PRACTICES and CONTRACTOR SELECTION			
Bypassing critical protections	X		
Confined space entry	X		
Electrical work & isolation of hazardous energy (Lock out / tag out)	X		
Hot work	X		

SEMS BRIDGING AGREEMENT & INTERFACE DOCUMENT

Crane operations, lifting & rigging	X		
Simultaneous operations planning	X		
Working at heights	X		
Spill reporting procedures	X		
Well control procedures	X		
Safe work practices other than those listed above	X		
Safe work practices (other than those listed above) on a third-party owned facility, such as a drilling rig, lift boat, derrick barge, motor vessel, etc. that is contracted by Contractor	X		
Selection of sub-contractors to work under the supervision of Contractor	X		
ELEMENT 7: TRAINING			
Verify all personnel are trained to conduct their assigned duties in a safe and environmentally sound manner.	X		
ELEMENT 8: MECHANICAL INTEGRITY			
Verify that all critical equipment owned, operated or maintained by Contractor is designed, procured, fabricated, installed, calibrated and maintained in accordance with service requirements, OEM recommendations or industry standards	X		
Verify that inspections and tests for critical equipment owned, operated or maintained by Contractor are documented in accordance with regulatory requirements and industry standards. At a minimum, the documentation must include the date of the inspection/test, the name, position, and signature of the inspector/tester, the equipment's serial number or other unique identifier, a description of the test performed, and the results of the inspection or test	X		
Assure that well control equipment, such as BOP's are tested and maintained according to OEM and regulatory requirements and conditions of approval of the drilling permit application	X		
ELEMENT 9: PRE-STARTUP SAFETY REVIEW (PSSR)			
Conduct the pre-startup safety and environmental review (including appropriate safety, environmental, operating, maintenance, training and emergency information) for commissioning of new or significantly modified facilities	X		
ELEMENT 10: EMERGENCY RESPONSE AND CONTROL			
Maintain and revise accordingly emergency response and control plans	X		
Emergency response and control plan for use during an emergency when working on a sub-contractor owned facility, such as a drilling rig, lift boat, derrick barge, motor vessel, etc. contracted by Contractor	X		
ELEMENT 11: INCIDENT INVESTIGATION			
Investigation of incidents	X	X	Owner reserves the right to participate as necessary
Investigation of incidents that occur on a sub-contractor owned facility (rig, derrick barge, lift boat, motor vessel, etc.) by a third party	X	X	Owner reserves the right to participate as necessary
ELEMENT 12: AUDITING			

SEMS BRIDGING AGREEMENT & INTERFACE DOCUMENT

Manage/facilitate/execute SEMS auditing in accordance with 30 CFR 250.1920	X	X	Owner reserves the right to conduct audits as necessary of the Contractor SEMS
ELEMENT 13: RECORDKEEPING & DOCUMENTATION			
Record retention, management and control of all records pertaining to scope of operations	X	X	Contractor will maintain all records and share records and documentation as required or requested by Owner
ELEMENT 14: STOP WORK AUTHORITY			
Ensure all personnel have the authority to stop work	X	X	
ELEMENT 15: ULTIMATE WORK AUTHORITY (UWA)			
Establish person with ultimate work authority (UWA) and communicate UWA to all crewmembers	X		
For situations that may develop during drilling, workover and P&A operations, such as well control or other emergency conditions that may require the UWA responsibility to shift to another individual	X		As designated in job planning, the UWA will be communicated to all. On sub-contractor owned facilities, sub-contractor is responsible for providing Contractor with UWA designated Parties
In the event that stop work authority is initiated for imminent risk or danger, work can only resume after the person with UWA has granted approval	X		
ELEMENT 16: EMPLOYEE PARTICIPATION			
Employee participation and involvement program	X		
ELEMENT 17: REPORTING UNSAFE WORKING CONDITIONS			
Any person may report to BSEE any hazardous or unsafe working condition or possible violation on any facility engaged in OCS activities. In addition, Contractor will provide, at request of Owner, any reports necessary to ascertain working knowledge of unsafe working conditions	X	X	

OWNER APPROVAL**Fieldwood Energy I LLC**By: _____
(SIGNATURE)**GOM Shelf LLC**By: _____
(SIGNATURE)_____
Owner Authorized Representative
(PRINT NAME)

Title: _____

Date: _____

CONTRACTOR APPROVAL**[Fieldwood Energy II LLC]**By: _____
(SIGNATURE)_____
Contractor Authorized Representative:
(PRINT NAME)

Title: _____

Date: _____

Exhibit 17

Amended BriarLake Sublease

Execution Version

**FOURTH AMENDMENT
TO SUBLEASE AGREEMENT**

THIS FOURTH AMENDMENT TO SUBLEASE AGREEMENT (this “Amendment”) is made and entered into as of the __ day of _____, 202_, by and between APACHE CORPORATION, a Delaware corporation (“Sublessor”), and FIELDWOOD ENERGY LLC, a Delaware limited liability company (“Sublessee”).

WHEREAS, Sublessor and Sublessee entered into that certain Sublease Agreement, dated as of September 30, 2013, pertaining to certain space in the building known as One BriarLake Plaza located at 2000 West Sam Houston Parkway South, Houston, Texas (the “Original Sublease”), as amended by that certain First Amendment to Sublease Agreement, dated as of January 2, 2014, between Sublessor and Sublessee (the “First Amendment”), as further amended by that certain Second Amendment to Sublease Agreement, dated as of September 7, 2017, between Sublessor and Sublessee (the “Second Amendment”), and as further amended by that certain Third Amendment to Sublease Agreement, dated as of May 21, 2018, between Sublessor and Sublessee (the “Third Amendment”, and the Original Sublease, the First Amendment, the Second Amendment, and the Third Amendment collectively, the “Sublease”);

WHEREAS, commencing August 3, 2020, Sublessee and certain affiliates of Sublessee filed voluntary petitions with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Bankruptcy Court”) initiating their respective cases pending under chapter 11 of title 11 of the United States Code styled *In re Fieldwood Energy LLC, et al.*, jointly administered under Case No. 20-33948 (MI) (the “Chapter 11 Case”); and

WHEREAS, Sublessor and Sublessee desire to further amend the Sublease pursuant to this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing and for other good and valuable consideration and of the mutual agreements hereinafter set forth, Sublessor and Sublessee stipulate, covenant, and agree as follows:

1. All undefined capitalized terms used in this Amendment shall have the meaning given to them in the Sublease. The term “Effective Date” means the first day of the month after occurrence of each of (i) Sublessee’s express assumption of the Sublease, as amended by this Amendment, with approval of such assumption by order of the Bankruptcy Court in form and substance reasonably acceptable to Sublessor, (ii) Sublessee’s payment in full to Sublessor of all amounts owed by Sublessee to Sublessor pursuant to the Sublease, which, as of the date hereof, are indicated on Schedule 1 attached hereto, and (iii) Prime Lessor’s execution and delivery to Sublessor of its written consent to this Amendment.

2. On and as of the Effective Date, expiration of the Sublease Term pursuant to Section 3.01 of the Original Sublease is hereby amended as follows:

(a) The Sublease Term shall expire on October 31, 2024, unless terminated earlier pursuant to the terms of the Sublease, as amended by this Amendment.

(b) Sublessee shall have the right and option to terminate the Sublease Term as to any of (i) all of floor 12 of the Subleased Premises, (ii) all of floor 15 of the Subleased Premises, or (iii) Suite B0300 in the basement level of the Subleased Premises, with any such termination in the case of (i), (ii), and (iii) being effective no earlier than after occurrence of each of (1) effectiveness of Sublessee's Plan of Reorganization (defined below), (2) consummation of the Credit Bid Transaction, (3) consummation of the transactions contemplated by the Divisive Merger Documents (defined below), (4) the second anniversary of the Effective Date, and (5) timely delivery of Requisite Notice (defined below).

(c) Sublessee shall have the right and option to terminate the Sublease Term as to any of (i) all of floor 16 of the Subleased Premises, (ii) all of floor 17 of the Subleased Premises, (iii) all of floor 18 of the Subleased Premises, (iv) Suite B0150 in the basement level of the Subleased Premises, or (v) Suite B0200 in the basement level of the Subleased Premises, with any such termination in the case of (i), (ii), (iii), and (iv) being effective no earlier than after occurrence of each of (1) effectiveness of Sublessee's Plan of Reorganization, (2) consummation of the Credit Bid Transaction, (3) consummation of the transactions contemplated by the Divisive Merger Documents, (4) termination of the Transition Services Agreement (defined below), (5) termination of the Service Provider Agreement (defined below), if any, and (6) timely delivery of Requisite Notice.

(d) To exercise any option under Section 2(b) or 2(c) of this Amendment, Sublessee must deliver to Sublessor no later than six months before the date on which the termination is to be effective a written notice of such exercise, specifying the eligible whole floor or whole floors or basement Suite or Suites in respect of which such early termination of the Sublease Term is to apply, certifying that such exercise complies with the requirements of Section 2(b) or 2(c) hereof, as applicable, and specifying the effective date of such termination, which can be no earlier than six months after the date on which such notice is delivered to Sublessor ("Requisite Notice").

As used in this Amendment, the following terms have the indicated meaning:

"Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended.

"Confirmation Order" means the confirmation order entered in the Bankruptcy Case which, if and to the extent such confirmation order directly affects Sublessor in its capacity as such or pertains to the Sublease, as amended by this Amendment, or other Apache Definitive Documents (as defined in that certain Apache Term Sheet Implementation Agreement, dated as of the date hereof, by and among Sublessee, GOM Shelf LLC, Sublessor, Apache Shelf, Inc., and Apache Deep Water LLC), shall be in form and substance reasonably acceptable to Sublessor.

"Credit Bid Transaction" means the sale of certain of the Sublessee's deepwater assets and other assets to FWII, which sale may be effectuated through the Plan of Reorganization or as a standalone sale outside of the Plan of Reorganization pursuant to section 363 of the Bankruptcy Code with approval by order of the Bankruptcy Court in form and substance reasonably acceptable to Sublessor with respect to provisions affecting the Sublease or this Amendment.

“Divisive Merger Documents” means the certificate of division, the plan of division, the certificate of merger, and other documents included in, and confirmed by, the Confirmation Order and filed by or on behalf of Sublessee with the Texas Secretary of State.

“Fieldwood Energy I LLC” or “FWI” means a Texas limited liability company resulting from implementation of the Divisive Merger Documents, with the composition and structure of the ownership, management, assets, and liabilities of such company being satisfactory to Sublessor.

“FWII” means an entity to be formed and organized under the laws of a state of the United States of America at the direction of the Prepetition FLTL Lenders (as defined in the RSA) for the purposes of the Credit Bid Transaction, with the composition and structure of the ownership, assets, and liabilities of such entity being reasonably satisfactory to Sublessor, it being agreed that the ownership, assets and liabilities of such entity shall be deemed to be reasonably satisfactory to Sublessor so long as it is consistent with the description of such entity referred to as “Fieldwood II” in the RSA.

“Plan of Reorganization” means the plan of reorganization of Sublessee included in, and confirmed by, the Confirmation Order, including, without limitation, the Assignment (defined in Section 7 below) and FWII Assumption (defined in Section 7 below).

“RSA” means that certain Restructuring Support Agreement, dated as of August 4, 2020, by and among Sublessee and certain affiliates of Sublessee, certain of its affiliates specified therein, Sublessor, and the Consenting Creditors (as defined in the RSA), as the same may be amended, restated, or otherwise modified in accordance with its terms.

“Service Provider Agreement” means a service provider agreement if entered into by FWI or Sublessor and FWII pursuant to which FWII is service provider to perform all operations and/or plugging and abandonment and decommissioning activities with respect to the properties or assets of FWI and GOM Shelf LLC, a Delaware limited liability company, and its successors and assigns.

“Transition Services Agreement” means a transition services agreement between FWI and FWII in form and substance attached as Exhibit A to FWI’s Limited Liability Company Agreement and to be entered into upon the effectiveness of the Plan of Reorganization.

3. On and as of the Effective Date, each of (i) Section 3.05 of the Original Sublease, relating to a mutual option to extend the Sublease Term, (ii) Section 17.02 of the Original Sublease, relating to Vacated Space, and (iii) Section 5 of the Third Amendment, relating to a right of first refusal, is terminated.

4. On and as of the Effective Date, (i) Base Rent for purposes of the first sentence in Section 4.01 of the Original Sublease, Section 3 of the Second Amendment, and Section 3 of the Third Amendment, and (ii) Storage Space Rental for purposes of Section 16.01 of the Original Sublease are hereby amended such that Sublessee shall pay Sublessor, without setoff or deduction whatsoever, except as expressly set forth in the Sublease, the following amounts for the indicated Subleased Premises commencing on the Effective Date through expiration of the Sublease Term, which amounts shall be in addition to Sublessee’s Proportionate Share of Operating Expenses of the Building and all other amounts payable by Sublessee under the Sublease, as amended hereby:

Subleased Premises	Square Footage	Annual Base Rent/ Sq. Ft.	Amount/Month	Amount/Year
Floor 12	24,632	\$10.00	\$20,526.67	\$246,320.00
Floor 15	25,865	\$10.00	\$21,554.17	\$258,650.00
Floor 16	25,865	\$10.00	\$21,554.17	\$258,650.00
Floor 17	25,865	\$10.00	\$21,554.17	\$258,650.00
Floor 18	25,865	\$10.00	\$21,554.17	\$258,650.00
Suite B0300	3,704	\$10.00	\$3,086.67	\$37,040.00
Suite B0200	1,149	\$10.00	\$957.50	\$11,490.00
Suite B0150	740	\$10.00	\$616.67	\$7,400.00
Total	133,685		\$111,404.17	\$1,336,850.00

5. On and as of the Effective Date, Sublessee shall have no right under Article X of the Original Sublease to request Sublessor to exercise Sublessor's right to lease additional parking spaces attributable to the Subleased Premises or to substitute unreserved parking spaces attributable to the Subleased Premises for reserved parking spaces.

6. The Sublease remains in full force and effect in accordance with its terms and as of the Effective Date, as amended by Sections 2, 3, 4 and 5 of this Amendment. As of the Effective Date, all references in the Sublease to "Sublease" shall mean the Sublease, as amended by this Amendment.

7. After the Effective Date and upon effectiveness of Sublessee's Plan of Reorganization, consummation of the Credit Bid Transaction and the transactions contemplated by the Divisive Merger Documents, full performance by Sublessee of Sublessee's obligations under the Sublease to the date of effectiveness of the Assignment, and the FWII Assumption, Sublessee hereby assigns to FWII the rights and delegates to FWII the duties of Sublessee under the Sublease, as amended by this Amendment (the "Assignment"). Upon effectiveness of the Assignment, FWII's execution and delivery to Sublessor of the below counterpart of this Amendment shall constitute FWII's assumption of, and FWII's agreement to fully and timely perform the obligations of Sublessee arising from and after the date of effectiveness of the Assignment under, the Sublease, as amended to the date thereof (the "FWII Assumption"), whereupon FWII shall be bound as Sublessee under the Sublease, as so amended, and all references in the Sublease, as so amended, to "Sublessee" shall mean FWII.

8. Each party warrants to the other that it has had no dealing with any broker or agent except Cushman & Wakefield of Texas, Inc. in connection with the negotiation or execution of this Amendment. Each party agrees to indemnify the other party and hold the other party harmless from and against any and all costs, expenses, or liability for commissions, fees, or other compensations or charges which are based on any agreement or understanding such party may have had with any broker or agent with respect to this Amendment.

9. For purposes of Section 1.04 of the Sublease, Sublessee's address for notice is updated to be as set forth beneath its signature below.

10. The parties may execute this Amendment in multiple original counterparts, each of which shall have the full force and effect of an original but constituting only one instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, duly authorized representatives of the parties hereto have executed this Amendment as of the day and year first above written.

SUBLESSOR:

APACHE CORPORATION,
a Delaware corporation

By: _____

Name: Timothy R. Custer

Title: Senior Vice President, Commercial

SUBLESSEE:

FIELDWOOD ENERGY LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Fieldwood Energy LLC
2000 W. Sam Houston Pkwy. South, Suite 1200
Houston, TX 77042
Fax: 713.969.1099
Attention: _____

FWII COUNTERPART

Upon existence of FWII, effectiveness of Sublessee's Plan of Reorganization, and consummation of the Credit Bid Transaction and transactions contemplated by the Divisive Merger Documents, an authorized representative of FWII executes this Amendment pursuant to Section 7 hereof on the date written below to evidence FWII's assumption of, and agreement to be bound by, and fully and timely perform the obligations of Sublessee arising from and after the date written below under, the Sublease, as amended to the date written below.

FWII:

_____,
a _____

By: _____

Name: _____

Title: _____

Date Signed: _____

Address:

Fax: _____

Attention: _____

Fieldwood

RENT													
PRE-PETITION									POST-PETITION				TOTAL 2020
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Billed	\$435,297.63	\$435,297.63	\$435,297.63	\$435,220.68	\$435,220.68	\$435,220.68	\$435,220.68	\$435,220.68	\$435,220.68	\$435,220.68	451,236.95	451,236.95	\$5,254,911.55
Rec'd	\$ 450,178.00	\$ 450,140.00	\$ 405,383.00	\$ 435,221.00	\$ 435,221.75	\$ 435,221.29	\$ 435,221.00	\$ 435,221.00	\$ 435,221.00	\$ 435,221.00	451,756.00	451,756.00	\$ 5,255,761.04
Difference	(\$14,880.37)	(\$14,842.37)	\$29,914.63	(\$0.32)	(\$1.07)	(\$0.61)	(\$0.32)	(\$0.32)	(\$0.32)	(\$0.32)	(\$519.05)	(\$519.05)	(\$849.49)

Rent - Total Pre-Petition \$189.25
 Rent - Total Post-Petition (\$1,038.74)

RESERVED/VIP PARKING													
	PRE-PETITION						POST-PETITION						
Billed	\$ 530.43	\$ 530.43	\$ 530.43	\$ 530.43	\$ 530.43	\$ 530.43	\$ 530.43	\$ 530.43	\$ 151.55	\$ 1,017.55	\$ 1,017.55	\$ 6,960.52	
Rec'd	\$ 530.43	\$ 530.43	\$ 530.43	\$ -	\$ 530.43	\$ -	\$ -	\$ -	\$ 530.43	\$ -	\$ -	\$ -	\$ 2,652.15
Difference	\$ -	\$ -	\$ -	\$ 530.43	\$ -	\$ 530.43	\$ 530.43	\$ 530.43	\$ -	\$ 151.55	\$ 1,017.55	\$ 1,017.55	\$ 4,308.37

Parking - Total Pre-Petition \$1,591.29
 Parking - Total Post-Petition \$2,717.08

	ANCILLARY												
	PRE-PETITION						POST-PETITION						
Billed	\$ 5,670.00	\$ 4,282.36	\$ 5,924.37	\$ 12,282.77	May-June	\$ 7,305.30	\$ 4,002.69	\$ 5,140.25	\$ 6,657.35	\$ 3,505.70	\$ 3,532.09	\$ 3,499.98	\$ 61,802.86
Rec'd	\$ 5,670.00	\$ 4,282.36	\$ 5,924.37	\$ -		\$ -	\$ -	\$ 69.49	\$ -	\$ -	\$ -	\$ -	\$ 15,946.22
Difference	\$ -	\$ -	\$ -	\$ 12,282.77	\$ -	\$ 7,305.30	\$ 4,002.69	\$ 5,070.76	\$ 6,657.35	\$ 3,505.70	\$ 3,532.09	\$ 3,499.98	\$ 45,856.64

Parking - Total Pre-Petition \$ 23,590.76
 Parking - Total Post-Petition \$ 22,265.88

SUMMARY	Pre-Petition	Post-Petition
Rent	\$189.25	(\$1,038.74)
Parking	\$1,591.29	\$2,717.08
Ancillary	\$ 23,590.76	\$ 22,265.88
TOTAL	\$25,371.30	\$23,944.22

Exhibit 18

Certification of Rights

CERTIFICATION OF RIGHTS

With respect to any decommissioning obligations for which Apache Corporation, or any of its subsidiaries, or a third party designated by Apache Corporation or one of its subsidiaries (as the case may be, the “**Applicable Decommissioning Operator**”) either (a) conducts or seeks to conduct pursuant to an order from the Bureau of Safety and Environmental Enforcement (“**BSEE**”), the Bureau of Ocean Energy Management (“**BOEM**”), their respective successor agencies, or any other governmental unit having jurisdiction over such decommissioning obligations or (b) becomes obligated to perform pursuant to any contractual obligation (in each case, such decommissioning obligations being hereinafter referred to as “**Decommissioning Obligations**”), FWE I hereby certifies that it has:

1. Assigned to such Applicable Decommissioning Operator, to the extent such activity was permitted under the underlying agreement, all documentation, plans, files, permits, contracts, and contract rights, boarding rights, access rights, utilization rights, applicable litigious rights, rights to payment, rights to reimbursement, rights to contribution, audit rights, and any other benefit available to FWE I in conjunction with applicable decommissioning operations which are the subject of the applicable Decommissioning Obligation, each such assignment was made solely as the rights relate to such Decommissioning Obligation;
2. Authorized the Applicable Decommissioning Operator to perform all required decommissioning operations on any FWE I property or infrastructure that is the subject of a Decommissioning Obligation;
3. Granted boarding access to the Applicable Decommissioning Operator for any infrastructure owned by FWE I, or to which FWE I has contract access rights, as such may be necessary or convenient for the Applicable Decommissioning Operator or its contractors, representatives, or designees, or the employees, agents, or consultants of any of them, to perform and fulfill each applicable Decommissioning Obligation, without need of further authorization or agreement of FWE I;
4. Assigned and quitclaimed to the Applicable Decommissioning Operator any salvaged property or materials and the salvage value for any property or infrastructure decommissioned by the Applicable Decommissioning Operator;
5. Granted to the Applicable Decommissioning Operator access to all contracts applicable to any and all properties and infrastructure associated with the applicable Decommissioning Obligation and assigned to the Applicable Decommissioning Operator, solely as they relate to such Decommissioning Obligation, any contract and/or contract rights or benefits necessary or convenient to the performance of the Decommissioning Obligation or to the rights or ability of the Applicable

Decommissioning Operator to collect and obtain contributions from any and all applicable third parties who have obligations to pay for or contribute to all or any part of the Decommissioning Obligations; and

6. Assigned all rights to payment, rights to reimbursement, and rights to contribution for decommissioning expenses available to FWE I for any property made the subject of a Decommissioning Obligation.

FWE I further authorizes any co-owner, counterparty, contractor, or other person or entity to rely on the foregoing certifications in taking in action or making any payment or contribution as may be requested or directed by the Applicable Decommissioning Operator toward the fulfillment of the applicable Decommissioning Obligations.

FIELDWOOD ENERGY I LLC

By: _____

Name: _____

Title: _____

Exhibit B

Schedule of Defined Terms for Required Confirmation Order Provisions

“Decommissioning Agreement” means that Decommissioning Agreement dated as of September 30, 2013, by and among the Apache PSA Parties, FWE, and the other parties thereto.

[**“Lien”** means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.]¹

“Permitted Post-Closing Liens” means with respect to the properties allocated to Fieldwood Energy I LLC and the GOM Shelf LLC properties, the Liens created by or pursuant to the Recharacterization Mortgages or Standby Loan Agreement.

“Recharacterization Mortgages” has the meaning given to such term in the Decommissioning Agreement.

“Standby Loan Agreement” means that certain Standby Loan Agreement dated as of [_____, 20[●]] by and among Fieldwood Energy I LLC, GOM Shelf LLC, and Apache as lender thereunder.

¹ NTD: Definition of Lien to be discussed.

Exhibit 19

Sole Manager Agreement

[COMPANY LETTERHEAD]

[SOLE MANAGER NAME]

[ADDRESS]

[DATE]

Dear [SOLE MANAGER NAME],

This letter agreement (this “**Agreement**”) sets forth the terms and conditions whereby you agree to provide the services to be performed by the “Sole Manager” on behalf of or in the service of Fieldwood Energy I LLC, a Texas limited liability company (the “**Company**”), as more fully set forth and described in the Limited Liability Company Agreement of the Company, dated as of [●], 2020 (such agreement, as it may be amended, supplemented, or modified from time to time, the “**Company Agreement**”), a copy of which is attached as Exhibit A hereto. As used in this Agreement, the term “**Parties**” shall refer to both you and the Company and “**Party**” shall refer to you or the Company.

Section 1. Services.

(a) The Company hereby agrees to employ you, and you hereby accept such employment, as the Sole Manager (as defined in the Company Agreement) to perform for or provide to the Company the services that are specified in the Company Agreement to be performed or provided by the Sole Manager or that are otherwise delegated or assigned to you by the Independent Director (as defined in the Company Agreement) in accordance with the Company Agreement (the “**Services**”), such Services to be performed or provided on the terms and subject to the conditions set forth in the Company Agreement and this Agreement.

(b) The scope of the Services to be performed or provided by you as the Sole Manager and your authority to take actions on behalf of the Company as the Sole Manager shall be subject to the limitations thereon as set forth in the Company Agreement and this Agreement, as well as any limitations imposed by the Independent Director in connection with those Services that are delegated or assigned to you by the Independent Director. The Services shall include the services described on Schedule I attached hereto.

(c) You shall devote your full business time, attention, skill, and best efforts to performing or providing the Services and to the furtherance of the Company’s interests. You shall perform or provide the Services and carry out the responsibilities reasonably related thereto, to the best of your ability, in a diligent, trustworthy, and businesslike manner for the purpose of advancing the business of the Company.

(d) Your principal place of employment shall be at [COMPANY’S CORPORATE OFFICE ADDRESS] subject to business travel as needed to fulfill your employment duties and responsibilities.

Section 2. Term of Employment. The term of your employment under this Agreement shall commence as of the date set forth above and shall continue until the earlier of (a) the date on which you are removed as the Sole Manager by the Company for any reason, with the consent of Apache Corporation, a Delaware corporation (“**Apache**”), and (b) the [tenth] anniversary of this Agreement, unless extended annually thereafter (such period of time, the “**Employment Period**”). **You acknowledge and understand that your employment with the Company will be at-will, meaning that you or the Company (with Apache’s consent) may terminate the employment relationship at any time, with or without Cause (as defined herein), and with or without notice and for any reason or no particular reason. Although your compensation [and benefits] may change from time to time, the at-will nature of your employment**

may only be changed by an express written agreement signed by the Independent Director, and shall be subject to the prior written consent of Apache.

Section 3. Compensation.

(a) In consideration for your performing or providing the Services and any duties related thereto and the rights granted to the Company in this Agreement, the Company shall pay you an initial base salary of \$[●] per year[, subject to review from time to time], payable [biweekly][monthly] and subject to all withholdings and deductions as required by law.

(b) You shall also be entitled to receive the compensation described on Schedule II attached hereto, subject to the conditions described on Schedule II.

(c) [All forms of compensation paid to you as an employee of the Company shall be less all applicable withholdings.]

(d) The Company shall pay or reimburse you for all expenses (including travel expenses) reasonably incurred by you during the Employment Period in connection with performing or providing the Services or carrying out the responsibilities reasonably related thereto, provided that you shall provide to the Company reasonable documentation or evidence of expenses for which you seek reimbursement.

Section 4. Intellectual Property Rights.

(a) The Company is, and will be, the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the Services and work related thereto performed or provided by you under this Agreement and the Company Agreement (collectively, the “**Deliverables**”) and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of your performing or providing the Services or other work performed in connection with the Services or this Agreement or the Company Agreement (collectively, and including the Deliverables, “**Work Product**”), including all patents, copyrights, trademarks (together with the goodwill symbolized thereby), trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights (collectively “**Intellectual Property Rights**”) therein. You agree that the Work Product is hereby deemed “work made for hire” as defined in 17 U.S.C. § 101 for the Company and all copyrights therein automatically and immediately vest in the Company. If, for any reason, any Work Product does not constitute a “work made for hire,” you hereby irrevocably assign to the Company, for no additional consideration, your entire right, title, and interest throughout the world in and to such Work Product, including all Intellectual Property Rights therein, including the right to sue for past, present, and future infringement, misappropriation, or dilution thereof.

(b) You shall protect the assets of the Company from misuse or misappropriation, including, without limitation, any Work Product, Intellectual Property Rights, or other confidential information of the Company.

(c) Notwithstanding Section 4(a), to the extent that any of your pre-existing materials identified in Schedule III are incorporated in or combined with any Deliverable or otherwise necessary for the use or exploitation of any Work Product, you hereby grant to the Company an irrevocable, worldwide, perpetual, royalty-free, non-exclusive license to use, publish, reproduce, perform, display, distribute, modify, prepare derivative works based upon, make, have made, sell, offer to sell, import, and otherwise

exploit such preexisting materials and derivative works thereof. The Company may assign, transfer, and sublicense such rights to others without your approval.

(d) As between you and the Company, the Company is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to you by the Company (“**Company Materials**”), including all Intellectual Property Rights therein. You have no right or license to reproduce or use any Company Materials except solely during the Employment Period to the extent necessary to perform your obligations under this Agreement in furtherance of the Company’s business. All other rights in and to the Company Materials are expressly reserved by the Company. You have no right or license to use the Company’s trademarks, service marks, trade names, logos, symbols, or brand names.

Section 5. Confidentiality.

(a) You acknowledge that you will have access to information that is treated as confidential and proprietary by the Company, including, without limitation, the existence and terms of this Agreement and the Company Agreement, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, [OTHER CONFIDENTIAL INFORMATION,] seismic information, projected production, projected cost and expenses (including projected plugging and abandonment and decommissioning costs) or operations of the Company, its affiliates, or their suppliers or customers, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the “**Confidential Information**”). Any Confidential Information that you access or develop in connection with the Services or any work related thereto, including but not limited to any Work Product, shall be subject to the terms and conditions of this Section 5. You agree not to use any Confidential Information for any purpose except as required in the performance of the Services. You shall notify the Independent Director and Apache immediately in the event you become aware of any loss or disclosure of any Confidential Information.

(b) Confidential Information shall not include information that:

(i) is or becomes generally available to the public other than through your breach of this Agreement; or

(ii) is communicated to you by a third party that had no confidentiality obligations with respect to such information.

(c) Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency.

(d) Notice of Immunity Under the Defend Trade Secrets Act of 2016 (“**DTSA**”). Notwithstanding any other provision of this Agreement:

(i) You will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that:

(A) is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (2) solely for the purpose of reporting or investigating a suspected violation of law; or

(B) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

(ii) If you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose the Company's trade secrets to your attorney and use the trade secret information in the court proceeding if you:

(A) file any document containing the trade secret under seal; and

(B) do not disclose the trade secret, except pursuant to court order.

Section 6. Representations and Warranties.

(a) You represent and warrant to the Company that:

(i) you have the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of your obligations in this Agreement and the Company Agreement;

(ii) your entering into this Agreement with the Company and your performance of the Services or any work related thereto do not and will not conflict with or result in any breach or default under any other agreement to which you are subject, including, without limitation, any non-competition, non-solicitation, or other work-related restrictions imposed by a current or former employer;

(iii) you will inform the Independent Director about any non-competition, non-solicitation, or other work-related restrictions to which you are subject and provide the Independent Director with as much information about them as possible, including any agreements between you and your current or former employer describing such restrictions on your activities;

(iv) you will not: (1) remove or take any documents or proprietary data or materials of any kind, electronic or otherwise, with you from your current or former employer to the Company without written authorization from your current or former employer or (2) use or disclose any such confidential information of your current or former employer during the course and scope of your employment with the Company;

(v) you will discuss any questions you may have about ownership of particular documents or other information with your current or former employer before removing or copying the documents or information for use in connection with your employment with the Company;

(vi) you have the required skill, experience, and qualifications to perform the Services and any work related thereto, you shall perform the Services and such work in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and you shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner; and

(vii) you shall perform the Services in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, and registrations required to perform the Services or any work related thereto.

(b) The Company hereby represents and warrants to you that:

(i) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and

(ii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

Section 7. Indemnification. You shall be entitled to indemnification by the Company on the terms and subject to the conditions set forth in the Company Agreement.

Section 8. Insurance. The Company shall, at its own expense, provide directors' and officers' liability insurance coverage to you in your capacity as the Sole Manager, in an amount and on terms reasonably customary for directors and officers of oil and gas exploration and production companies that are similarly situated to the Company. The Company shall notify you of the existence of and any termination, cancellation, or material adverse changes to such insurance coverage provided to you.

Section 9. Termination.

(a) You or the Independent Director on behalf of the Company (in the case of the Independent Director, subject to the prior consent or approval of Apache as provided in the Company Agreement) may terminate this Agreement without Cause upon 60 calendar days' written notice to the other Party. In the event of termination by you pursuant to this clause (a), the Company shall pay you on a pro-rata basis for any portion of your salary then due and payable for any Services completed up to and including the date of such termination. In the event of termination by the Independent Director on behalf of the Company pursuant to this clause (a), the Company shall pay you six months of your base salary from and after the date of such termination.

(b) The Independent Director on behalf of the Company (subject to the prior consent and approval of Apache) may terminate this Agreement, effective immediately upon written notice to you, for "Cause" (as defined below), or, if the event giving rise to Cause is an event subject to clause (d) of the definition of Cause, then effective following any applicable right to cure set forth by the Independent Director in the written notice of termination if you do not cure the applicable failure(s), violation(s), breach(es), action(s), or inaction(s) giving rise to Cause within the cure period specified in the written notice of termination you receive from the Independent Director. You may terminate this Agreement, effective immediately upon written notice to the Independent Director (with a copy provided by you to Apache), if the Company breaches any material provision of this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Company does not cure such breach within thirty (30) calendar days after the Independent Director's and Apache's receipt of your written notice of termination containing a description of the breach giving rise to the termination notice. As used herein, "Cause" means a good faith finding by the Independent Director (subject to the prior consent and approval of Apache) of: (a) the commission by you of an act of fraud, dishonesty, or embezzlement against the Company or any of its Affiliates or Subsidiaries, or any customer or client thereof; (b) the unauthorized disclosure by you of material Confidential Information or Intellectual Property Rights of the Company or any of its Affiliates or Subsidiaries; (c) your conviction (or a plea by you or on your behalf of nolo contendere) for: (i) a felony or (ii) a crime involving fraud, dishonesty or moral turpitude; or (d) your failure to perform your material duties as the Sole Manager of the Company in accordance with this Agreement, as reasonably determined by the Independent Director (subject to the prior consent and approval of Apache), or if you intentionally, or with gross negligence, take action (or elect not to take action) or engage in conduct adverse to the interests of the Company, its Affiliates, its Subsidiaries, or its or their assets, business or business opportunities that the Independent Director (subject to the prior consent and approval of Apache) has reasonably determined is or could be materially injurious to the Company; provided, however, that prior to a termination for Cause under clause (d) of this definition the Independent Director shall provide written notice to you of any such

failure(s), violation(s), breach(es), action(s), or inaction(s) upon which the Company intends to rely as the basis for a termination for Cause and the Independent Director will offer the Sole Manager (subject to the consent and approval of Apache) no less than five (5) calendar days to cure such failure(s), violation(s), breach(es), action(s), or inaction(s) (as applicable) if the Independent Director, in the exercise of its good faith judgment, deems such failure(s), violation(s), breach(es), action(s), or inaction(s) (as applicable) to be capable of cure; provided, further, that the Independent Director shall only be required to give the Sole Manager such notice and opportunity to cure one time. In the event of termination by the Independent Director on behalf of the Company pursuant to this clause (b) for Cause or by you pursuant to this clause (b), the Company shall pay you on a pro-rata basis for any portion of your salary then due and payable for any Services completed up to and including the effective date of such termination.

(c) Upon expiration or termination of this Agreement for any reason, or at any other time upon the Company's written request, you shall promptly after such expiration or termination:

(i) deliver to the Company all Deliverables (whether complete or incomplete) and all materials, equipment, and other property provided for your use by the Company;

(ii) deliver to the Company all tangible documents and other media (including any copies), containing, reflecting, incorporating, or based on the Confidential Information;

(iii) permanently erase all the Confidential Information from your personal computer systems; and

(iv) certify in writing to the Company that you have complied with the requirements of this clause.

(d) The terms and conditions of clause (c) and this clause (d) of Section 9 and Sections 4, 5, 6, 7, 10, **Error! Reference source not found.**, 11, 12, 13, 14, and 15 shall survive the expiration or termination of this Agreement.

Section 10. Non-Competition.

(a) You acknowledge that (i) the Company and its affiliates will be engaged in the acquisition, disposition, ownership, operation, plugging and abandonment, and decommissioning of the Legacy Apache Properties (as defined in the Company Agreement) and the GOM Shelf Properties (as defined in the Company Agreement) during the Employment Period and thereafter; (ii) during the Employment Period, you will be actively and significantly involved in the day-to-day operations of the Company and its affiliates as the Sole Manager pursuant to the Company Agreement in carrying out the activities of the Company and its affiliates described in the immediately preceding clause (i); (iii) you occupy a position of trust and confidence with the Company and its affiliates during the Employment Period; and (iv) you will become familiar with the Company's and its affiliates' trade secrets and with other proprietary and confidential information (including the Confidential Information) concerning the Company and its affiliates and their respective operations and businesses.

(b) During the Restricted Period (as defined below) in the Restricted Territory (as defined below), you shall not, directly or indirectly (whether as an owner, partner, shareholder, agent, officer, director, employee, independent contractor, consultant, or otherwise), own, operate, manage, control, invest in, perform services for, or engage or participate in any manner in, or render services to (alone or in association with any person or entity) or otherwise assist any person or entity that engages in, or owns, invests in, operates, manages, or controls any venture or enterprise that engages in, acquiring, disposing of, owning, operating, plugging and abandoning, or decommissioning oil and gas properties.

(c) The term “**Restricted Period**” means the period of time from the date of this Agreement until 24 months after the termination of your employment relationship with the Company or any successor thereto for any reason (whether pursuant to a written agreement or otherwise). The Restricted Period shall be extended for a period equal to any time period that you are in violation of this Section 10. Nothing contained in Section 10(b) shall be construed to prevent you from investing in the stock of any competing corporation listed on a national securities exchange or traded in the over-the-counter market, but only if you are not involved in the business of said corporation and if you and your associates (as such term is defined in Regulation 14(A) promulgated under the Securities Exchange Act of 1934, as amended and as in effect on the date hereof), collectively, do not own more than an aggregate of 1.0% of the stock of such corporation.

(d) The term “**Restricted Territory**” means the Gulf of Mexico.

(e) The Parties acknowledge that the business of the Company and its affiliates is the Gulf of Mexico and that you are performing or providing the Services to the Company and its affiliates throughout the Restricted Territory. If any court of competent jurisdiction at any time deems the Restricted Period unreasonably lengthy, or the Restricted Territory unreasonably extensive, or any of the covenants set forth in this Section 10 not fully enforceable, the other provisions of this Section 10, and this Agreement in general, will nevertheless stand and to the full extent consistent with law continue in full force and effect, and it is the intention and desire of the parties that the court treat any provisions of this Agreement that are not fully enforceable as having been modified to the minimum extent deemed necessary by the court to render them reasonable and enforceable and that the court enforce them to such extent (for example, that the Restricted Period be deemed to be the longest period permissible by law, but not in excess of the length provided for in Section 10(b), and the Restricted Territory be deemed to comprise the largest territory permissible by law under the circumstances but not in excess of the territory provided for in Section 10(b)).

Section 11. Additional Acknowledgments.

(a) You acknowledge and agree that (i) the Services to be performed or provided by you to the Company as Sole Manager under the Company Agreement are of a special and unique character; (ii) you will obtain knowledge and skill relevant to the Company's industry, methods of doing business, and marketing and operational strategies by virtue of your employment; and (iii) the restrictive covenants and other terms and conditions of this Agreement (including, but not limited to, those in Sections 5 and **Error! Reference source not found.** of this Agreement) are reasonable and reasonably necessary to protect the legitimate business interest of the Company and its affiliates.

(b) You further acknowledge that (i) the benefits provided to you under this Agreement, including the amount of your compensation, reflect, in part, your obligations and the Company's rights under this Agreement, including, but not limited to, those in Sections 5 and 10 of this Agreement; (ii) you have no expectation of any additional compensation, royalties, or other payment of any kind not otherwise referenced herein in connection herewith; and (iii) you will not suffer undue hardship by reason of full compliance with the terms and conditions of Sections 5 and 10 of this Agreement or the Company's enforcement thereof.

Section 12. Assignment. Neither you nor the Company shall assign any rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the foregoing sentence shall be deemed null and void *ab initio*. Subject to the limits on assignment stated in this Section 12, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties and their respective successors and assigns.

Section 13. Remedies. In the event you breach or threaten to breach Section 5 and Section 10 of this Agreement, you hereby acknowledge and agree that monetary damages would not afford an adequate remedy and that the Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief restraining such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages, and without the necessity of posting any bond or other security. This equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

Section 14. Disputes. Subject to Section 13, any dispute, controversy, or claim arising out of or related to this Agreement or any breach or termination of this Agreement, including but not limited to the Services or work related thereto that you provide to the Company, and any alleged violation of any federal, state, or local statute, regulation, common law, or public policy, whether sounding in contract, tort, or statute, shall be submitted to and decided by federal or state courts sitting in Harris County, Texas.

Section 15. Governing Law, Jurisdiction, and Venue. This Agreement and all related documents including all exhibits and schedules attached hereto and all matters arising out of or relating to this Agreement and the Services or work related thereto provided hereunder, whether sounding in contract, tort, or statute, for all purposes shall be governed by and construed in accordance with, the laws of the State of Texas (including its statutes of limitations), without giving effect to the conflict of laws principles that would cause laws of any jurisdiction other than those of the State of Texas to apply.

Section 16. Miscellaneous.

(a) You shall not export, directly or indirectly, any technical data acquired from the Company, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.

(b) All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) shall be in writing, and shall be delivered by email and additionally by (i) personal delivery, (ii) nationally recognized overnight courier (with all fees prepaid), or (iii) certified or registered mail (in each case of clause (iii), return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (x) the receiving Party has received the Notice and (y) the Party giving the Notice has complied with the requirements of this Section 16(b). Any Notice must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a Notice given in accordance with this Section 16(b)):

If to [SOLE MANAGER NAME]:

[SOLE MANAGER ADDRESS]
Attention: [SOLE MANAGER NAME]
Email: [EMAIL ADDRESS]

[with a copy to
(which shall not constitute notice):

Apache Corporation
2000 Post Oak Boulevard, Suite 100
Houston, Texas 77056
Attention: [●]
Email: [●]]¹

If to the Company:

Fieldwood Energy I LLC

¹ **Note to Draft:** Apache notice information to be confirmed. Does Apache want to receive copies of notices sent to Independent Director or the Company or just those sent to the Company?

[COMPANY ADDRESS]
Attention: Independent Director
Email: [INDEPENDENT DIRECTOR
EMAIL ADDRESS]²

with a copy to
(which shall not constitute notice):

Apache Corporation
2000 Post Oak Boulevard, Suite 100
Houston, Texas 77056
Attention: [●]
Email: [●]

(c) This Agreement, together with the applicable provisions of the Company Agreement and any other documents expressly incorporated herein by reference, and related exhibits and schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(d) This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party, and any of the terms thereof may be waived only by a written document signed by each Party or, in the case of waiver, by the Party waiving compliance. Notwithstanding the foregoing, the Parties agree to amend or modify this Employment Agreement as is necessary to comply with the requirements of Section 409A of the Code.

(e) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(f) This Agreement may be executed in counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

(Signature page follows)

² **Note to Draft:** Confirm that notices to the Company under this Agreement would be addressed to the Independent Director.

If this Agreement accurately sets forth our understanding, kindly execute the enclosed copy and return it to the undersigned.

Very truly yours,

FIELDWOOD ENERGY I LLC

By: _____

Name:

Title:

ACCEPTED AND AGREED:

Name:

Date:

SCHEDULE I

SERVICES

SCHEDULE II
COMPENSATION

SCHEDULE III

1. PRE-EXISTING MATERIALS: [IDENTIFY SOLE MANAGER'S PRE-EXISTING MATERIALS]

EXHIBIT A

**Limited Liability Company Agreement of
Fieldwood Energy I LLC**

(See attached)

Exhibit 20

Independent Director Agreement

[COMPANY LETTERHEAD]

[INDEPENDENT DIRECTOR NAME]

[ADDRESS]

[DATE]

Dear [INDEPENDENT DIRECTOR NAME],

This letter agreement (this “**Agreement**”) sets forth the terms and conditions whereby you agree to provide the services to be performed by the “Independent Director” on behalf of or in the service of Fieldwood Energy I LLC, a Texas limited liability company (the “**Company**”), as more fully set forth and described in the Limited Liability Company Agreement of the Company, dated as of [●], 2020 (such agreement, as it may be amended, supplemented or modified from time to time, the “**Company Agreement**”), a copy of which is attached as Exhibit A hereto. As used in this Agreement, the term “**Parties**” shall refer to both you and the Company and “**Party**” shall refer to you or the Company.

Section 1. Services.

(a) The Company hereby engages you, and you hereby accept such engagement, as the Independent Director (as defined in the Company Agreement) to provide to the Company the services specified in the Company Agreement to be performed or provided by the Independent Director (the “**Services**”), such Services to be performed or provided on the terms and subject to the conditions set forth in the Company Agreement and this Agreement.

(b) Except as otherwise set forth in the Company Agreement, the Company shall not control the manner or means by which you perform or provide the Services.

(c) As set forth in Schedule 1, the Company shall provide you with access to its premises, materials, information, and systems to the extent necessary for the performance of the Services. Unless otherwise specified in Schedule 1, you shall furnish, at your own expense, the materials, equipment, and other resources necessary to perform the Services.

(d) You shall comply with all rules and procedures communicated to you in writing by the Company, including those related to safety, security, and confidentiality.

(e) Any provisions in this Agreement or the Company Agreement that may appear to give the Company the right to direct you as to the details of performing the Services or doing work related thereto or to exercise a measure of control over the performance of the Services or doing the work related thereto shall be deemed to mean that you shall follow the desires of the Company in the results of the Services or the work related thereto only; provided, however, that the scope of the Services to be performed or provided by you as Independent Director and your authority to take actions on behalf of the Company as Independent Director shall be subject to the limitations thereon as set forth in the Company Agreement and this Agreement.

Section 2. Term. The term of this Agreement shall commence as of the date set forth above and shall continue until the earlier of (a) the date on which you are removed as the Independent Director by the Company, with the consent of Apache Corporation, a Delaware corporation (“**Apache**”), and (b) the [tenth] anniversary of this Agreement, unless extended annually thereafter (the “**Term**”).

Section 3. Fees and Expenses.

(a) As full compensation for performance of the Services and any work related thereto and the rights granted to the Company in this Agreement, the Company shall pay you a fixed annual fee of \$[●] (the “Fees”), payable on the dates set forth in Schedule 1. You acknowledge that you will receive an IRS Form 1099-MISC from the Company, and that you shall be solely responsible for all federal, state, and local taxes, as set out in Section 4(b).

(b) You are solely responsible for any travel or other costs or expenses incurred by you in connection with the performance of the Services, and in no event shall the Company reimburse you for any such costs or expenses.

(c) The Company shall pay all the Fees in accordance with the payment schedule set forth on Schedule 1.

Section 4. Relationship of the Parties.

(a) You are an independent contractor of the Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between you and the Company for any purpose. Except as expressly set forth in the Company Agreement, you have no authority (and shall not hold yourself out as having authority) to bind the Company and you shall not make any agreements or representations on the Company’s behalf without the Company’s prior written consent.

(b) Without limiting Section 4(a), you will not be eligible to participate in any benefits or benefit plans offered by the Company to its employees, and the Company will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers’ compensation insurance on your behalf. You shall be responsible for, and shall indemnify the Company against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by you in connection with the performance of the Services or any work related thereto shall be your employees or contractors and you shall be fully responsible for them and indemnify the Company against any claims made by or on behalf of any such employee or contractor.

Section 5. Intellectual Property Rights.

(a) The Company is, and will be, the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the Services and work related thereto performed or provided by you under this Agreement and the Company Agreement (collectively, the “Deliverables”) and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of your performing or providing the Services or other work performed in connection with the Services or this Agreement or the Company Agreement (collectively, and including the Deliverables, “Work Product”), including all patents, copyrights, trademarks (together with the goodwill symbolized thereby), trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights (collectively “Intellectual Property Rights”) therein. You agree that the Work Product is hereby deemed “work made for hire” as defined in 17 U.S.C. § 101 for the Company and all copyrights therein automatically and immediately vest in the Company. If, for any reason, any Work Product does not constitute a “work made for hire,” you hereby irrevocably assign to the Company, for no additional consideration, your entire right, title, and interest throughout the world in and to such Work Product,

including all Intellectual Property Rights therein, including the right to sue for past, present, and future infringement, misappropriation, or dilution thereof.

(b) You shall protect the assets of the Company from misuse or misappropriation, including, without limitation, any Work Product, Intellectual Property Rights, or other confidential information of the Company.

(c) Notwithstanding Section 5(a), to the extent that any of your pre-existing materials identified in Schedule 1 are incorporated in or combined with any Deliverable or otherwise necessary for the use or exploitation of any Work Product, you hereby grant to the Company an irrevocable, worldwide, perpetual, royalty-free, non-exclusive license to use, publish, reproduce, perform, display, distribute, modify, prepare derivative works based upon, make, have made, sell, offer to sell, import, and otherwise exploit such preexisting materials and derivative works thereof. The Company may assign, transfer, and sublicense such rights to others without your approval.

(d) As between you and the Company, the Company is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to you by the Company ("**Company Materials**"), including all Intellectual Property Rights therein. You have no right or license to reproduce or use any Company Materials except solely during the Term to the extent necessary to perform your obligations under this Agreement in furtherance of the Company's business. All other rights in and to the Company Materials are expressly reserved by the Company. You have no right or license to use the Company's trademarks, service marks, trade names, logos, symbols, or brand names.

Section 6. Confidentiality.

(a) You acknowledge that you will have access to information that is treated as confidential and proprietary by the Company, including, without limitation, the existence and terms of this Agreement and the Company Agreement, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, [OTHER CONFIDENTIAL INFORMATION,] seismic information, projected production, projected cost and expenses (including projected plugging and abandonment and decommissioning costs) or operations of the Company, its affiliates, or their suppliers or customers, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "**Confidential Information**"). Any Confidential Information that you access or develop in connection with the Services or any work related thereto, including but not limited to any Work Product, shall be subject to the terms and conditions of this Section 6. You agree not to use any Confidential Information for any purpose except as required in the performance of the Services. You shall notify the Company immediately in the event you become aware of any loss or disclosure of any Confidential Information.

(b) Confidential Information shall not include information that:

(i) is or becomes generally available to the public other than through your breach of this Agreement; or

(ii) is communicated to you by a third party that had no confidentiality obligations with respect to such information.

(c) Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency.

(d) Notice of Immunity Under the Defend Trade Secrets Act of 2016 (“DTSA”). Notwithstanding any other provision of this Agreement:

(i) You will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that:

(A) is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (2) solely for the purpose of reporting or investigating a suspected violation of law; or

(B) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

(ii) If you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose the Company’s trade secrets to your attorney and use the trade secret information in the court proceeding if you:

(A) file any document containing the trade secret under seal; and

(B) do not disclose the trade secret, except pursuant to court order.

Section 7. Representations and Warranties.

(a) You represent and warrant to the Company that:

(i) you have the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of your obligations in this Agreement and the Company Agreement;

(ii) your entering into this Agreement with the Company and your performance of the Services or any work related thereto do not and will not conflict with or result in any breach or default under any other agreement to which you are subject;

(iii) you have the required skill, experience, and qualifications to perform the Services and any work related thereto, you shall perform the Services and such work in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and you shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner; and

(iv) you shall perform the Services in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, and registrations required to perform the Services or any work related thereto.

(b) The Company hereby represents and warrants to you that:

(i) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and

(ii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

Section 8. Indemnification. You shall be entitled to indemnification by the Company on the terms and subject to the conditions set forth in the Company Agreement.

Section 9. Insurance. The Company shall, at its own expense, provide directors' and officers' liability insurance coverage to you in your capacity as the Independent Director, in an amount and on terms reasonably customary for directors and officers of oil and gas exploration and production companies that are similarly situated to the Company. The Company shall notify you of the existence of and any termination, cancellation, or material adverse changes to such insurance coverage provided to you.

Section 10. Termination.

(a) You may resign as Independent Director and terminate this Agreement at any time without Cause (as defined below), or the Sole Manager on behalf of the Company (in the case of termination on behalf of the Company, subject to the prior consent or approval of Apache as provided in the Company Agreement) may remove you as Independent Director and terminate this Agreement without Cause at any time, in each case upon 60 calendar days' advance written notice to the other Party. In addition, this Agreement shall terminate upon your death any disability that renders you unable to perform the Services. In the event of termination by you or the Sole Manager on behalf of the Company pursuant to this clause (a) or upon your death or disability, the Company shall pay you (or your estate in the event of your death) on a pro-rata basis for any Fees then due and payable for any Services completed up to and including the effective date of such termination.

(b) The Sole Manager on behalf of the Company (subject to the prior consent and approval of Apache) may terminate this Agreement, effective immediately upon written notice to you, for "Cause" (as defined below), or, if the event giving rise to Cause is an event subject to clause (d) of the definition of Cause, then effective following any applicable right to cure set forth by the Sole Manager in the written notice of termination if you do not cure the applicable failure(s), violation(s), breach(es), action(s), or inaction(s) giving rise to Cause within the cure period specified in the written notice of termination you receive from the Sole Manager. You may terminate this Agreement, effective immediately upon written notice to the Sole Manager (with a copy provided by you to Apache), if the Company breaches any material provision of this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Company does not cure such breach within thirty (30) calendar days after the Sole Manager's and Apache's receipt of your written notice of termination containing a description of the breach giving rise to the termination notice. As used herein, "Cause" means a good faith finding by the Sole Manager (subject to the prior consent and approval of Apache) of: (a) the commission by you of an act of fraud, dishonesty, or embezzlement against the Company or any of its Affiliates or Subsidiaries, or any customer or client thereof; (b) the unauthorized disclosure by you of material Confidential Information or Intellectual Property Rights of the Company or any of its Affiliates or Subsidiaries; (c) your conviction (or a plea by you or on your behalf of nolo contendere) for: (i) a felony or (ii) a crime involving fraud, dishonesty or moral turpitude; or (d) your failure to perform your material duties as the Independent Director of the Company in accordance with this Agreement, as reasonably determined by the Sole Manager (subject to the prior consent and approval of Apache), or if you intentionally, or with gross negligence, take action (or elect not to take action) or engage in conduct adverse to the interests of the Company, its Affiliates, its Subsidiaries, or its or their assets, business or business opportunities that the Sole Manager (subject to the prior consent and approval of Apache) has reasonably determined is or could be materially injurious to the Company; provided, however, that prior to a termination for Cause under clause (d) of this definition the Sole Manager shall provide written notice to you of any such failure(s), violation(s), breach(es), action(s), or inaction(s) upon which the Company intends to rely as the basis for a termination for Cause and the Sole Manager will offer the Independent Director (subject to the consent and approval of Apache) no less than five (5) calendar days to cure such failure(s), violation(s), breach(es), action(s), or inaction(s) (as applicable) if the Sole Manager, in the exercise of its good faith judgment, deems such failure(s),

violation(s), breach(es), action(s), or inaction(s) (as applicable) to be capable of cure; provided, further, that the Sole Manager shall only be required to give the Independent Director such notice and opportunity to cure one time. In the event of termination by the Company pursuant to this clause (b) for Cause or by you pursuant to this clause (b), the Company shall pay you on a pro-rata basis for any portion of your Fees then due and payable for any Services completed up to and including the effective date of such termination.

(c) Upon expiration or termination of this Agreement for any reason, or at any other time upon the Company's written request, you shall promptly after such expiration or termination:

(i) deliver to the Company all Deliverables (whether complete or incomplete) and all materials, equipment, and other property provided for your use by the Company;

(ii) deliver to the Company all tangible documents and other media (including any copies), containing, reflecting, incorporating, or based on the Confidential Information;

(iii) permanently erase all the Confidential Information from your personal computer systems; and

(iv) certify in writing to the Company that you have complied with the requirements of this clause.

(d) The terms and conditions of clause (c) and this clause (d) of Section 10 and Sections 4, 5, 6, 7, 8, 11, **Error! Reference source not found.**, 12, 13, 14, and 15 shall survive the expiration or termination of this Agreement.

Section 11. Other Business Activities. You may be engaged or employed in any other business, trade, profession, or other activity that does not place you in a conflict of interest with the Company; provided that during the Term, you shall not be engaged in any business activities that do or may compete with the business of the Company without having first provided the Company with written notice of such proposed engagement not less than 75 calendar days prior to such engagement.

Section 12. Assignment. Neither you nor the Company shall assign any rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the foregoing sentence shall be deemed null and void *ab initio*. Subject to the limits on assignment stated in this Section 12, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties and their respective successors and assigns.

Section 13. Remedies. In the event you breach or threaten to breach Section 6 or **Error! Reference source not found.** of this Agreement, you hereby acknowledge and agree that monetary damages would not afford an adequate remedy and that the Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief restraining such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages, and without the necessity of posting any bond or other security. This equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

Section 14. Disputes. Subject to Section 13, any dispute, controversy, or claim arising out of or related to this Agreement or any breach or termination of this Agreement, including but not limited to the Services or work related thereto that you provide to the Company, and any alleged violation of any federal, state, or local statute, regulation, common law, or public policy, whether sounding in contract, tort, or statute, shall be submitted to and decided by federal or state courts sitting in Harris County, Texas.

Section 15. Governing Law, Jurisdiction, and Venue. This Agreement and all related documents including all exhibits and schedules attached hereto and all matters arising out of or relating to this Agreement and the Services or work related thereto provided hereunder, whether sounding in contract, tort, or statute for all purposes shall be governed by and construed in accordance with, the laws of the State of Texas (including its statutes of limitations), without giving effect to the conflict of laws principles that would cause laws of any jurisdiction other than those of the State of Texas to apply.

Section 16. Miscellaneous.

(a) You shall not export, directly or indirectly, any technical data acquired from the Company, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.

(b) All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) shall be in writing, and shall be delivered by email and additionally by (i) personal delivery, (ii) nationally recognized overnight courier (with all fees prepaid), or (iii) certified or registered mail (in each case of clause (iii), return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (x) the receiving Party has received the Notice and (y) the Party giving the Notice has complied with the requirements of this Section 16(b). Any Notice must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a Notice given in accordance with this Section 16(b)):

If to [INDEPENDENT DIRECTOR NAME]:	[INDEPENDENT DIRECTOR ADDRESS] Attention: [INDEPENDENT DIRECTOR NAME] Email: [EMAIL ADDRESS]
------------------------------------	--

[with a copy to (which shall not constitute notice):	Apache Corporation 2000 Post Oak Boulevard, Suite 100 Houston, Texas 77056 Attention: [●] Email: [●]] ¹
---	--

If to the Company:	Fieldwood Energy I LLC [COMPANY ADDRESS] Attention: Sole Manager Email: [SOLE MANAGER EMAIL ADDRESS]
--------------------	---

with a copy to (which shall not constitute notice):	Apache Corporation 2000 Post Oak Boulevard, Suite 100 Houston, Texas 77056 Attention: [●] Email: [●]
--	--

(c) This Agreement, together with the applicable provisions of the Company Agreement and any other documents expressly incorporated herein by reference, and related exhibits and schedules,

¹ **Note to Draft:** Apache notice information to be confirmed. Does Apache want to receive copies of notices sent to Independent Director or the Company or just those sent to the Company?

constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(d) This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party, and any of the terms thereof may be waived only by a written document signed by each Party or, in the case of waiver, by the Party waiving compliance.

(e) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(f) This Agreement may be executed in counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

(Signature page follows)

If this Agreement accurately sets forth our understanding, kindly execute the enclosed copy and return it to the undersigned.

Very truly yours,

FIELDWOOD ENERGY I LLC

By: _____

Name:

Title:

ACCEPTED AND AGREED:

Name:

Date:

SCHEDULE 1

1. ACCESS PROVIDED BY COMPANY: [PREMISES,] [MATERIALS,] [INFORMATION,] AND [SYSTEMS]
2. PAYMENT SCHEDULE: Fees shall be paid on a pro rata basis [quarterly][monthly] on the last day of such [fiscal quarter][month] of the Company, beginning with the first such date occurring following the date of this Agreement.
3. DELIVERABLES: [IDENTIFY DELIVERABLES]
4. PRE-EXISTING MATERIALS: [IDENTIFY INDEPENDENT DIRECTOR'S PRE-EXISTING MATERIALS]

EXHIBIT A

**Limited Liability Company Agreement of
Fieldwood Energy I LLC**

(See attached)

Exhibit 21

Form of Contract Services Agreement

CONTRACT SERVICES AGREEMENT

This Contract Services Agreement dated and effective as of _____, 202_ (the “Effective Date”) (this “Agreement”) is by and among [•] (the “Operator”), FIELDWOOD ENERGY I LLC, a Texas limited liability company (the “Fieldwood Energy I”) and GOM SHELF LLC, a Delaware limited liability company (“GOM Shelf” and, together with Fieldwood Energy I, the “Owners”, and each, an “Owner”). Operator and Owners are sometimes referred to collectively as the “Parties” and individually as a “Party”.

WHEREAS, each Owner is the operator, as designated by the Bureau of Ocean Energy Management of the United States Department of the Interior (“BOEM”), of certain of the Assets (as defined below);

WHEREAS, Owners and Fieldwood Energy II LLC, a Texas limited liability company, have entered into that certain Transition Services Agreement dated [•], 202_ (as such agreement may be amended from time to time, the “Transition Agreement”), pursuant to which Fieldwood Energy II LLC agreed to provide certain transition services to Owners with respect to the Assets, on the terms and subject to the conditions set forth therein; and

WHEREAS, upon the termination of the Transition Agreement as to the Assets, Owners desire to engage Operator to perform the Services (as defined below) with respect to the oil and gas properties described on **Schedule I** (the “Assets”), and Operator desires to perform such Services, subject to the terms hereof.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants, conditions, and agreements contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I. SERVICES

Section 1.1 Services. Subject to the terms of this Agreement, Owners hereby engage Operator to perform, or cause to be performed, all those certain operations and activities with respect to the Assets, as more particularly identified on **Exhibit A** (the “Services”), in accordance with the Approved Budget and reasonable written instructions provided from time to time during the Term of this Agreement to Operator by the Sole Manager of Fieldwood Energy I on behalf of the Owners.

Section 1.2 Decommissioning. In addition to the operations and activities identified on **Exhibit A**, the Services shall include plugging, abandonment, removal, site clearance, site survey, remediation, disposal, restoration operations, and any other decommissioning activities associated with (i) the Assets described or identified on **Exhibit B** in accordance with the timing set forth on **Exhibit B** (the “Decommissioning Plan”) and (ii) all other Assets, to the extent not included in the Decommissioning Plan, as and when required by (a) applicable Laws, including, without limitation, the rules and regulations of BOEM, the Bureau of Safety and Environmental Enforcement (“BSEE”), or any other local, state, or federal governmental entity having jurisdiction over the Assets (collectively, “Governmental Authorities”) or (b) applicable contracts (in the case of the decommissioning covered by this clause (ii), “Remaining Decommissioning” and together

with the Decommissioning Plan, “Required Decommissioning”). Promptly upon determining, learning, or being notified that Remaining Decommissioning is or will be required, Operator shall provide written Notice to Owner(s) describing the applicable Remaining Decommissioning in reasonable detail and setting forth the date by which such Remaining Decommissioning is required to be completed and Operator’s preliminary estimate of the costs for Operator to perform the applicable Remaining Decommissioning. Required Decommissioning shall be performed in accordance with the rules and regulations of BOEM, BSEE, and all other applicable Governmental Authorities having jurisdiction, applicable Laws, and in compliance with the terms of all applicable leases, contracts, or agreements pertaining to such Required Decommissioning. Within thirty (30) Business Days after the completion of any Required Decommissioning, or any part thereof, and any other activities required by the BSEE or other applicable Governmental Authorities having jurisdiction, Operator will provide Owners with: (1) copies of the final reports submitted to BSEE or such other Governmental Authorities; (2) an affidavit or sworn declaration signed by an appropriately authorized senior officer of Operator attesting to completion thereof; (3) a statement identifying all costs incurred in connection therewith (the “Statement”); and (4) such other documentation as requested by Sole Manager of Fieldwood Energy I on behalf of Owners. Operator will include with the Statement all available back up accounting documentation reasonably necessary to support the information reflected thereon.

Section 1.3 Standard of Performance. Subject to the terms of this Agreement, Operator shall perform or cause to be performed the Services (a) as a reasonably prudent operator, (b) in a good and workmanlike manner, (c) with due diligence and dispatch, (d) in accordance with good oilfield practices, and (e) in compliance with all applicable Laws, licenses, leases, contracts, authorizations and permits. Operator shall only use the Assets (including Seismic Data, Well Data, intellectual property, and records included in the Assets) for the performance of the Services under this Agreement, and for no other purpose. For purposes of this Agreement, “Laws” means any and all applicable laws, statutes, codes, constitutions, ordinances, decrees, writs, injunctions, orders, judgments, principles of common law, rules, licenses, leases, authorizations, or regulations (including environmental laws) that are promulgated, issued, or enacted by any Governmental Authority having jurisdiction.

Section 1.4 Independent Contractor. At all times during the performance of Services by Operator, all Persons performing such Services who shall be in the employ and/or under the control of Operator or its Affiliates (including agents, contractors, temporary employees, and consultants) shall be independent from each Owner and not employees of each Owner and shall not be entitled to any payment, benefit, or perquisite directly from Owners on account of such Services, including, but not limited to, group insurance and participation in any employee benefit and pension plans maintained by each Owner or any Affiliate of each Owner. Notwithstanding any other provision contained elsewhere in this Agreement, in all cases where the Operator is performing Services under this Agreement offshore the State of Louisiana or are otherwise covered by the Louisiana Worker’s Compensation Act, La. Rev. Stat. § 23.1021 et seq., the Parties acknowledge and agree that all such operations pursuant to this Agreement are an integral part of and are essential to the ability of the Owners to generate Owners’ goods, products, or services, and that whenever Services and work are performed hereunder in or offshore Louisiana, or the Louisiana Workers’ Compensation Act may be applicable, the employees of Operator and their contractors providing such Services or performing such work, if any, whether direct, statutory,

borrowed, or otherwise, are statutory employees of each Owner in accordance with the Louisiana Worker's Compensation Act, La. Rev. Stat. § 23.1021 et seq. and the protections afforded a statutory employer under Louisiana Law shall apply. In such event, Operator agrees that such Owner is and shall be deemed a statutory employer of Operator's employees for the sole purposes of La. Rev. Stat. § 23.1061(A)(3), as the same may be amended from time to time. For purposes of this Agreement, (i) "Affiliate" with respect to a Party means any Person that controls, is controlled by or is under common control with such Party where control means the direct or indirect power to direct the management of the entity at issue and (ii) "Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

Section 1.5 Records. Operator shall maintain or cause to be maintained true and correct records of all receipts, invoices, reports, and such other documents as are customarily maintained by Operator for its own operations relating to the Services rendered hereunder for a period of the later of (i) three (3) years following the end of the calendar year during which this Agreement terminates and (ii) such other time required by applicable Law. All such receipts, invoices, reports, and other documents are the property of Owners.

Section 1.6 Representatives. Each Party shall, at all times during the Term, keep representatives available either by telephone, electronic mail, or in person during normal business hours, to receive communications from the other Party regarding the day-to-day Services and to respond to inquiries concerning the performance of the day-to-day Services. For the avoidance of doubt, all Notices required or permitted hereunder shall be delivered pursuant to Section 8.2 of this Agreement. Operator's representatives are designated on **Exhibit C**. Owners' representative is the Sole Manager of Fieldwood Energy I. Operator and Owners may replace any of its representatives or designate such other representatives from time to time by written Notice to the other Party delivered pursuant to Section 8.2.

Section 1.7 Compliance. Operator shall comply with all Laws and in accordance with the terms and provisions of the contracts, agreements, leases, and other instruments applicable to the operation of the Assets. Operator shall prepare and file all reports and be responsible for all compliance with and communications on behalf of Owners to satisfy the reporting requirements of any Governmental Authorities for operations conducted by Operator hereunder.

Section 1.8 Limitation of Services.

(a) Unless otherwise expressly required or allowed by this Agreement, Operator shall (i) not abandon or permit any contracts, agreements, leases, and other instruments applicable to the Assets to lapse or expire (except any abandonment or termination pursuant to their terms or as required by any Governmental Authorities), (ii) not do, perform, or authorize or agree to bind or obligate Owners or the Assets with respect to any matter outside the scope of the Services contemplated by this Agreement without the prior written consent of Owners, and (iii) prevent the Assets or portions thereof from becoming burdened or encumbered by any liens, charges, security interests, and encumbrances as a result of Operator's acts or omissions in providing the Services.

(b) Except to the extent expressly authorized pursuant to this Agreement, Operator shall not, without the prior written consent of Owners:

- (i) make any payment to renew, extend, or otherwise perpetuate a lease; provided that Operator shall give Owner Notice of any such payment needed to so renew, extend, or perpetuate a lease;
- (ii) plug and abandon any well, unless such well is part of Required Decommissioning;
- (iii) execute, amend, waive, release, extend, terminate, or otherwise modify any of the governmental approvals, leases, or other agreements of the Assets;
- (iv) (a) borrow or lend money on behalf of Owner; (b) participate in futures, derivatives, or hedging activities with respect to the Assets or any production therefrom; (c) purchase or sell any of the Assets or transfer or dispose of any equipment, material, or supplies on or comprising any part of an Asset; (d) execute any indemnification, release, or waiver on behalf of Owner or with respect to any Asset; (e) take any other action on behalf of Owner or pertaining to the Assets not in the ordinary course of business; (f) incur any cost or expense for geophysical items on behalf of Owner (including acquisition, processing, reprocessing, or interpretation); (g) make a capital expenditure or series of related capital expenditures on behalf of Owner not set forth in or in accordance with the Approved Budget for the applicable period, after giving effect to Permitted Variance (as defined below); or (h) assume, guarantee, or otherwise become liable or responsible (whether directly, contingently or otherwise) for the liabilities of any other Person or any indebtedness on behalf of Owner; or
- (v) enter into any contract on behalf of Owner with respect to any of the foregoing in this Section 1.8(b).

ARTICLE II. BUDGET

Section 2.1 Periodic Budget. As of the date hereof, Owners have approved the operating and general and administrative budget for the period beginning on the date hereof and ending on [•] 31, 202[•] (the “Initial Period”), and attached as **Exhibit E** (the “Initial Periodic Budget”). On or before sixty (60) days prior to the end of Initial Periodic Budget or any subsequent Approved Budget period, Operator shall prepare and present to Owners, for Owners’ approval, a proposed operating and general and administrative budget for the period of time specified by Owners (i.e. quarterly, annual, etc.) substantially in the format of the Initial Annual Budget. The proposed periodic budget is subject to Owners’ approval in all respects; provided, however, that Operator agrees to timely address any issues that Owners might have raised with Operator with respect to such proposed budget. The Initial Periodic Budget, and the budget for any subsequent period that is approved by Owners, as any such budget may be modified or amended from time to time with the approval of Owners, is referred to as an “Approved Budget.”

Section 2.2 Annual Budget Variance Report. No later than ten (10) Business Days after the first day of the month, the Operator shall deliver to the Owners a rolling monthly and cumulative variance report (the “Budget Variance Report”). The Budget Variance Report shall measure performance against both the prior month of the Approved Budget and on a cumulative basis for the given budget period and shall include calculations that demonstrate that the Operator is in compliance with the Permitted Variance (defined below).

Section 2.3 Thirteen Week Cash Flow Budget. As of the date hereof, Owners have approved the thirteen week cash flow budget for the period beginning on the date hereof and ending thirteen weeks after the date hereof, and attached as **Exhibit F** (the “Approved TWCF Budget”). Every ten (10) Business Days thereafter, the Operator may propose an updated budget (the “Proposed TWCF Budget”) to the Owners, (i) which such report, shall set forth in comparative form the projected cash receipts and disbursements of the Operator in respect of the Services performed by Operator pursuant to this Agreement for the succeeding thirteen-week period, for all collections and disbursements, consistent in form and substance (other than Dollar amounts) with the Approved TWCF Budget. Each Proposed TWCF Budget and the Approved TWCF Budget delivered shall be accompanied by a certificate from an appropriately authorized senior officer of the Operator certifying that such projections were prepared in good faith on the basis of the assumptions stated herein, which assumptions were believed by the preparer thereof to be reasonable at the time prepared. The Sole Manager of Fieldwood Energy I, acting in its sole and absolute discretion, may approve such Proposed TWCF Budget on behalf of Owners, and upon such approval such Proposed TWCF Budget will then become the “Approved TWCF Budget” then in effect.

Section 2.4 TWCF Variance Report. Within ten (10) Business Days following the Effective Date, and every other week thereafter during the Term (each a “Test Date”), the Operator shall deliver to Owners a bi-weekly variance report (the “TWCF Variance Report”). The TWCF Variance Report shall measure performance against both the prior weeks of the Approved TWCF Budget and on a cumulative basis for the given prior four weeks and shall include calculations that demonstrate that the Operator is in compliance with the Permitted Variance.

Section 2.5 Permitted Variance. On each Test Date, Operator shall demonstrate in each such TWCF Variance Report that, in the period covered by such TWCF Variance Report, the aggregate actual disbursements, do not exceed the sum of the aggregate amount budgeted therefor in the Approved Budget for such period by more than ten percent (10%) of the budgeted amount (the “Permitted Variance”). Certification of compliance with this Section 2.5 shall be provided on such Test Date, concurrently with delivery of each TWCF Variance Report and shall have been certified by an appropriately authorized senior officer of the Operator and be in a form satisfactory to the Owners.

Section 2.6 Proposals. If and as necessary, Operator shall, by Notice to Owners, propose operations to Owners on the Assets representing expenditures that are not included in an Approved Budget and that are considered by Operator as prudent, judged by it as if it were the owner of the Assets. Notices of proposed operations shall include an AFE (in a form substantially similar to **Exhibit G** attached hereto), which shall include the proposed operation or service, and

the estimated costs of such operation or service. Operator shall further consult with Owners in connection with the evaluation of any such proposed operations. Operator shall also notify Owners of any Notice of a proposed operation received by Operator from a third party that is not included in an Approved Budget. Operator will follow the instructions of Owners with respect to each proposed operation and provide timely Notices or responses as may be required. Notwithstanding anything to the contrary contained herein, Operator may conduct or approve any operation in response to an emergency or prevention of an impending emergency and incur expenditures with respect thereto without the approval of Owners and shall be entitled to reimbursement for all such expenditures; provided, however, that Operator shall promptly provide Notice to Owners in the event of emergency actions or operations. Operator shall provide any technical evaluations regarding any drilling, reworking, or other capital expenditure projects that may be requested by Owners. With respect to any proposals made to Owners which Owners have not approved, Operator shall maintain a report of all such proposals and provide such report to Owners upon any Owner's request.

ARTICLE III. COMPENSATION

Section 3.1 Compensation for Services. For the provision of the Services, Owners shall pay Operator in accordance with **Exhibit H** ("Operator Compensation").

Section 3.2 Overhead. COPAS recoveries from third parties related to the Assets shall be accounted for on behalf of Owners. There shall be no separate charge by Operator relating to its overhead (including, but not limited to, head office overhead, field overhead, bonuses, and severances). For the avoidance of doubt, the Operator Compensation fully compensates Operator for its overhead.

ARTICLE IV. PAYMENT AND DEFAULT

Section 4.1 Submission of Invoice. Operator shall submit a written invoice (the "Invoice") to Owners on or before the fifteenth (15th) Business Day of each month setting forth the Operator Compensation for the preceding month for the Services provided by Operator and all out-of-pocket expenses incurred by Operator to the extent incurred in the performance of the Services. Notwithstanding anything in this Agreement to the contrary, (i) all charges, out-of-pocket expenses, and other disbursements to Operator are subject to and shall not exceed the Approved Budget with respect to such charges, out-of-pocket expenses, and other disbursements for the applicable period, after giving effect to Permitted Variance and (ii) after giving effect to Permitted Variance, Operator shall be solely responsible for any and all costs and expenses incurred by the Operator or associated with the Services.

Section 4.2 Payment of Invoices. Excluding amounts that are subject to dispute pursuant to Section 4.3, Owners shall pay within thirty (30) Business Days of Owners' receipt of an Invoice the amounts invoiced to such Owner by wire transfer of immediately available funds to the bank account designated by Operator. Adjustment credits or debits shall be shown on the Invoice next succeeding the Invoice in which the adjustment is made. Operator shall provide reasonable back-up and supporting documents related to any Invoice within five (5) Business Days of Owners' written request. Any preexisting obligation to make payment for the Services provided hereunder or out-of-pocket costs of Operator shall survive the termination of a Service and this

Agreement until paid. Owners shall have access to and the right to audit all records supporting such Invoiced amounts for the period set forth in Section 1.5.

Section 4.3 Payment Disputes. Owners may object to any Invoiced amounts for any Service at any time before, at the time of, or after payment is made. Payment of any amount set forth in an Invoice shall not constitute approval thereof, or waive Owners' audit rights as set forth herein. The Parties shall meet as expeditiously as possible to resolve any dispute. If the Parties fail to reach agreement in writing as to any disputed amounts invoiced by Operator under Section 4.1 above, upon written Notice of dispute to the other Party, either Party may submit the matters that remain in dispute to [] (the "Accounting Referee") for review and final and binding resolution. If any Person selected as Accounting Referee is unable or unwilling to serve as a referee hereunder, then the Accounting Referee shall be selected by lot from among the independent national accounting firms that have not represented any Party or its Affiliates at any time during the three-year period of time immediately preceding its designation hereunder. Owners and the Operator shall, not later than seven (7) days prior to the hearing date set by the Accounting Referee, each submit a written brief to the Accounting Referee (and a copy thereof simultaneously to the other Party) with dollar figures for settlement of the disputes as to any amounts owed by Operator. The hearing will be scheduled as soon as is acceptable to the Accounting Referee, but not earlier than seven (7) days after the date for submission of the settlement briefs, and shall be conducted on a confidential basis. The Accounting Referee shall consider only those items or amounts which were identified in a notice in dispute delivered hereunder and which remain in dispute, together with the written briefs, and such other documents submitted therewith, and the Accounting Referee's decision resolving the matters in dispute shall be based upon and be consistent with the terms and conditions in this Agreement. In deciding any matter, the Accounting Referee (i) shall be bound by the provisions of this Section 4.3 and the related definitions and (ii) may not assign a value to any disputed item greater than the greatest value for such item claimed by either the Operator or Owners or less than the smallest value for such item claimed by the Operator or Owners in their respective calculations delivered hereunder. The Accounting Referee shall render a decision resolving the matters in dispute (which decision shall include a written statement of findings and conclusions) promptly after the conclusion of the hearing, unless the Parties reach agreement prior thereto and withdraw the dispute from the Accounting Referee. The Accounting Referee shall provide to the Parties an explanation in writing of the reasons for its decisions regarding the amounts disputed in the applicable notice. The decision of the Accounting Referee shall be (i) final and binding on the Parties and (ii) final and non-appealable for all purposes hereunder. Payment of any disputed amounts shall be made within fifteen (15) Business Days after the earlier to occur of (i) the Parties' agreement in writing as to such disputed amounts and (ii) the rendered decision of the Accounting Referee. The fees and expenses of the Accounting Referee under this Section 4.3 shall be borne one half by the Operator and one half by Owners. The fees and disbursements of Operator's independent auditors and other costs and expenses incurred in connection with the services performed with respect to any dispute under this Section 4.3 shall be borne by the Operator, and the fees and disbursements of Owners' independent auditors and other costs and expenses incurred in connection with the services performed with respect to any dispute under this Section 4.3 shall be borne by Owners.

Section 4.4 Owner Default. It shall constitute a default on behalf of an Owner (an "Owner Default") if such Owner fails to timely pay any Invoiced amount for Services provided

pursuant to this Agreement in accordance with the provisions of this Article IV or perform any covenants of such Owner hereunder, which failure, in the case of a payment default, continues undisputed for at least thirty (30) days following receipt of written Notice to such Owner that such Invoiced amount is past due or, in all other instances, at least sixty (60) days following receipt of written Notice to such Owner that such performance is required; provided, however, that if such Owner cannot reasonably cure such failure within such sixty (60) day period, no Owner Default shall be deemed to occur provided such Owner demonstrates that it has taken steps to cure such failure within such sixty (60) day period and diligently prosecutes such cure to completion.

Section 4.5 Operator Default. Subject to Section 4.4 above, it shall constitute a default on behalf of Operator (an “Operator Default”) if Operator fails to provide a Service to an Owner in accordance with the terms and conditions of this Agreement, which failure continues for at least ten (10) days following receipt of written Notice to Operator; provided, however, that if Operator cannot reasonably cure such failure within such ten (10) day period, no Operator Default shall be deemed to occur provided Operator demonstrates that it has diligently taken all reasonable steps to cure such failure within such ten (10) day period and diligently prosecutes such cure to completion; provided, however, any such failure that is not cured by Operator within thirty (30) days of Owner’s written Notice shall be deemed an Operator Default.

Section 4.6 Sales Taxes. Any sales taxes paid hereunder for Services that Operator is required to pay or incur shall be passed on to the Owner to which such Services are provided as an explicit surcharge and shall be paid by such Owner in addition to any Operator Compensation, whether included in the applicable Invoice, or added retroactively. If such Owner submits to Operator a timely and valid resale or other exemption certificate that is sufficient to support the exemption from sales taxes, then such taxes will not be added to the Operator Compensation payable pursuant to this Article IV; provided, however, that if Operator is ever required to pay such taxes, such Owner will promptly reimburse Operator for such tax, including any interest, penalties, and attorney’s fees assessed thereon by the applicable Government Authority. The Parties will cooperate to contest any invalid sales taxes imposed on the Services and to minimize the imposition of any such sales taxes.

ARTICLE V. TERM OF AGREEMENT

Section 5.1 Term. Unless earlier terminated as hereinafter provided, this Agreement will (i) have an initial term of [•] ([•]) years commencing on the Effective Date (the “Initial Term”), and (ii) automatically be renewed thereafter on a [year-to-year] basis until terminated as provided herein (the “Extension Term” and together with the Initial Term, the “Term”), unless either Party gives the other Party written Notice of its intent not to renew this Agreement not less than one hundred twenty (120) days prior to the end of the Initial Term or Extension Term, as applicable; provided, however, that each Owner may, with or without cause and for any or no reason, terminate this Agreement applicable to any or all of the Assets owned by such Owner upon sixty (60) days prior written Notice to Operator. Notwithstanding anything in this Agreement to the contrary, each Owner may discontinue certain Services as more particularly set forth on **Exhibit A**, and, upon such discontinuation, Owners may revise the Approved Budget accordingly.

ARTICLE VI. TERMINATION

Section 6.1 Owner Termination. Each Owner may terminate this Agreement applicable to the Assets owned by such Owner sooner than described in Section 5.1 by Notice to Operator delivered not less than thirty (30) days before the effective of such termination (i) if an Owner incurs a Loss resulting from or associated with the Services and such Loss was the result of Operator's failure to meet the Standard of Performance set forth in Section 1.3; (ii) in the event of Operator Default; (iii) if Operator is guilty of negligence or misconduct in the performance of the Services; (iv) if any conviction of, or plea of nolo contendere to, any felony or to any crime or offense, including any involving acts of theft, fraud, embezzlement, moral turpitude, or similar conduct, by any officer of Operator, (v) if there is instituted by or against Operator any proceedings under the United States Bankruptcy Code, under any other bankruptcy law, or under any other law for the relief of debtors now or hereafter existing, or a receiver is appointed for all or substantially all of the assets of Operator, and such proceeding is not dismissed or such receiver is not discharged, as the case may be, within thirty (30) days thereafter; or (vi) if Operator shall (A) become insolvent, (B) generally fail to, or admit in writing its inability to, pay debts as they become due, (C) make a general assignment for the benefit of creditors or (D) apply for, consent to or acquiesce in, the appointment of a trustee, receiver, or other custodian.

Section 6.2 Operator Termination. Operator may terminate this Agreement sooner than described in Section 5.1 by Notice to Owners delivered not less than thirty (30) days before the effective of such termination (i) in the event of Owner Default that has continued unabated for 120 days after written Notice thereof has been delivered to such Owner and Apache Corporation ("Apache"); (ii) if there is instituted by or against Owners any proceedings under the United States Bankruptcy Code, under any other bankruptcy law, or under any other law for the relief of debtors now or hereafter existing, or a receiver is appointed for all or substantially all of the assets of Owners, and such proceeding is not dismissed or such receiver is not discharged, as the case may be, within thirty (30) days thereafter; or (iii) if Owners shall (A) become insolvent, (B) generally fail to, or admit in writing its inability to, pay debts as they become due, (C) make a general assignment for the benefit of creditors (excluding permitted assigns) or (D) apply for, consent to or acquiesce in, the appointment of a trustee, receiver, or other custodian; provided, however, that Operator may not terminate Services reasonably determined by Owners to be critical to the safety of the operation of the Assets until such time as Operator can make the Assets safe for handover to Owners or their designee.

Section 6.3 Survival. Upon termination of this Agreement, the provisions of this Agreement shall forthwith become void and the Parties shall have no liability or obligation with respect to provisions; provided, however, that the termination of this Agreement shall not relieve any Party from any expense, liability, or other obligation (including as to a breach of any provision hereof) or remedy hereof which has accrued or attached prior to the date of such termination; provided, however, that Article VI, Article VII, Section 1.4, Section 1.7, the second sentence of Section 1.3, and Owners' audit rights under Section 4.2 of this Agreement, together with such terms from Article VIII as are necessary or appropriate for the proper application of such surviving Articles, Sections, or provisions, shall survive such discontinuation or termination.

Section 6.4 Transition of Operations. Upon termination of this Agreement, Operator shall: (i) cooperate with Owners to facilitate a timely transition of all operations concerning the

Assets and the Services; (ii) promptly deliver to Owners, or its representative, to the extent in Operator's possession, copies of all documents, records, and other data related to the Assets in the Operator's possession, including, without limitation, information, data, know-how, interpretations, contracts, and other rights and privileges with respect to each Owner's wells, production, leases, and all Evaluation Data, Seismic Data, and Well Data to the Assets and other information reasonably requested by Owners, in each case, relating to the Assets or the Services performed by Operator hereunder to the extent such records and information are not already in the possession of Owners; (iii) promptly tender and pay to Owner all amounts received by Operator from Owners that are in the possession of Operator as of the effective date of such termination and relate to periods after the date of termination; and (iv) within sixty (60) days from the effective date of such termination, prepare and tender to Owners a final and complete statement setting forth all amounts, if any, that are due and owing to Operator in accordance with this Agreement. For the purposes of this Agreement, the term "Evaluation Data" shall mean Seismic Data and other data and information relating to the Assets including, without limitation, to the extent applicable, relevant geological and geophysical interpretations and information, including the most recent reports, interpretations, and maps, and all specialty processing and analysis of Seismic Data (e.g., migration, AVO, etc.); the term "Seismic Data" shall mean any and all seismic data, two-dimensional multifold seismic data, three-dimensional seismic data, stacked and migrated processed sections, digital field tapes, stacked tapes, support data relating thereto, stick and quality control segments, receiver and bin center locations, stacking velocities, shothole drilling information, digital shotpoint locations, magnetic, surface, and other surveys, seismic sections, surface and subsurface maps, plats, charts, and any interpretations of any of the foregoing, or other like information customarily used in connection with oil and/or gas exploration; and the term "Well Data" shall mean any logs, core samples, other geological and geophysical data or similar data created during drilling operations, any engineering records or reports (including wellbore schematics), any drilling records or reports (including detailed daily drilling reports) and any related reports filed with the BOEM.

ARTICLE VII. INDEMNITIES

Section 7.1 Operator's Indemnity Obligations. The Operator agrees to **INDEMNIFY, DEFEND AND HOLD HARMLESS** Owners, their Affiliates, and their respective parent, subsidiary and affiliated companies, its and their joint owners, co-lessees, partners, joint venturers, and the officers, directors, agents, consultants, contractors, invitees, insurers and employees of all of the foregoing, and other representatives (each, an "Owner Indemnified Party") from and against any and all claims, causes of action, losses, demands, costs, expenses, penalties, or liabilities together with all costs and fees in connection with the same including reasonable attorneys' fees (collectively, "Losses"), and to reimburse each Owner Indemnified Party for all reasonable expenses as they are incurred in investigating, preparing, pursuing, or defending any claim, action, proceeding, or investigation (collectively, "Actions"), whether or not in connection with pending or threatened litigation and whether or not any Owner Indemnified Party is a party, in each case to the extent such Losses have resulted from an Operator Indemnified Party's (a) bodily injury, personal injury, or death, (b) loss or destruction of or damage to any Operator Indemnified Party's property of any kind, (c) performance of the Services in a manner that is inconsistent with the Standard of Performance set forth in Section 1.3, or (d) breach of this Agreement; *provided, however*, that such indemnity shall exclude Losses to the extent resulting from an Owner Indemnified Party's bad faith, fraud, gross negligence, or willful

misconduct or breach of this Agreement as determined by the final non-appealable judgment of a court of competent jurisdiction.

Section 7.2 Owners' Indemnification Obligations. The Owners agrees to **INDEMNIFY, DEFEND AND HOLD HARMLESS** Operator, its Affiliates, and its and their respective parent, subsidiary and affiliated companies, its and their joint owners, co-lessees, partners, joint venturers, and the officers, directors, agents, consultants, contractors, invitees, insurers and employees of all of the foregoing, and other representatives (each an "Operator Indemnified Party") from and against any Losses, and to reimburse each Operator Indemnified Party for all reasonable expenses as they are incurred in investigating, preparing, pursuing, or defending any Actions, whether or not in connection with pending or threatened litigation and whether or not any Operator Indemnified Party is a party, in each case to the extent such Losses have resulted from an Owner Indemnified Party's (a) bodily injury, personal injury, or death, (b) bad faith, fraud, gross negligence, or willful misconduct, or (c) breach of this Agreement; *provided, however*, that such indemnity shall exclude Losses to the extent resulting from an Operator Indemnified Party's bad faith, fraud, gross negligence, or willful misconduct or breach of this Agreement.

Section 7.3 Insurance Support. Operator, as indemnitor, agrees to obtain, for the benefit of indemnitee, liability insurance and/or qualified self-insurance sufficient to support their indemnity obligations. If Operator fails to carry such insurance, then it is agreed that Operator has qualified self-insurance. The obligations in this Article VII are independent of and in addition to any other provisions in this Agreement, and shall not be prejudiced, reduced, or limited by any insurance coverage requirements or insurance coverage actually maintained.

Section 7.4 Indemnification Procedure. Whenever any claim arises for indemnification hereunder, the indemnified Person shall promptly notify the indemnifying Party of the claim and, when known, the facts constituting the basis for such claim, except that in the event of any claim for indemnification hereunder resulting from or in connection with any claim or legal proceedings by a third party, except as otherwise expressly provided in this Article VII, such Notice shall specify, if known, the amount or an estimate of the amount of the Losses asserted by such third party. In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any claim or legal proceeding by a third party, the indemnifying Party, may, upon Notice to the indemnified Person, assume the defense of any such claim or legal proceeding. Except with the written consent of the indemnified Person, the indemnifying Party shall not consent to the entry of any judgment or settlement arising from any such claim or legal proceedings which, in each case, provides for any non-monetary relief or does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the indemnified Person of a release from all Losses in respect thereof, unless in the latter case the indemnifying Party has actually paid to the indemnified Person the full amount of such judgment or settlement. Any indemnified Person shall be entitled to participate in (but not control) the defense of any such claim or litigation resulting therefrom. If the indemnifying Party upon Notice to the indemnified Person does not elect to control the litigation as provided above, the indemnified Person may defend against such claim or litigation in such manner as it may deem appropriate, including, without limitation, settling such claim or litigation, after giving Notice of the same to the indemnifying Party, on such terms as such indemnified Person may deem appropriate, and the indemnifying Party shall

promptly reimburse the indemnified Person from time to time as such Losses are incurred. All indemnification hereunder shall be effected by payment of cash or delivery of a certified or official bank check in the amount of the indemnification Losses.

Section 7.5 Savings Provisions.

(a) If any provision contained in this Agreement conflicts with, is prohibited by or violates public policy under any federal, state, or other applicable Law determined to be applicable to a particular situation arising under or involving this Agreement or any Services hereunder, it is understood and agreed that the conflicting, prohibited, or violating provision shall be deemed automatically amended in that situation to the extent—but only to the extent—necessary to conform with, not be prohibited by, and avoid violating public policy under such applicable Law. No other provisions of this Agreement shall be amended or affected thereby. The Parties agree that the exculpatory, indemnification, and hold harmless provisions herein shall be modified or altered only insofar as required by a jurisdiction purporting to limit such provisions, it being the intention of both Parties to enforce to the fullest extent, all terms and conditions herein agreed to.

(b) Section 7.5(a) applies to the extent, and only to the extent, that:

- (i) the Texas Oilfield Anti-Indemnity Act (or a similar statute of another jurisdiction, excluding Louisiana) applies to this Agreement or any Services performed hereunder and would render void, unenforceable, or voidable any obligations hereunder, including any set forth in Article VII; then each Party agrees to carry supporting insurance in equal amounts of the types and in the minimum amounts as specified in the insurance requirements hereunder and if a Party's insurance is deficient or unavailable for any reason, then such Party agrees and shall be deemed to have approved self funded or self insurance. It is the intention of the Parties hereto that the Party to whom indemnity is owed will receive the benefit of such indemnity regardless of what may happen after this Agreement is signed that might affect the insurance required to be obtained by the Party owing the indemnity; or
- (ii) the Louisiana Oilfield Indemnity Act (La. R.S. 9:2780, as the same may be amended from time to time), applies to this Agreement or any Services performed hereunder and would render void, unenforceable, or voidable any obligations hereunder, including any set forth in Article VII; then each Party who would be the indemnified party under the indemnity provisions contained herein (the "Paying Party") shall have the option to pay to the underwriter(s) of the other Party who would be the indemnifying party ("Indemnitor" or "Primary Insured") the premium required by those underwriters to extend such Primary Insured's policies of liability insurance covering bodily injury or death as required by the indemnity provisions of this Agreement, by (i) naming the Paying Party (and the other members of that Party's Group, being either the Operator Indemnified Parties or the

Owner Indemnified Parties, as required by the indemnity provisions of this Agreement) as additional insured(s), (ii) waiving subrogation against such additional insured(s), and (iii) designating such insurance as primary coverage on behalf of such additional insured(s). In the event that a Party makes this election, the Primary Insured will introduce the Paying Party to the Primary Insured's insurance broker(s)/agent(s) and those broker(s)/agent(s) will coordinate among the Paying Party and the Primary Insured's underwriters to facilitate the Paying Party's negotiation of such coverage, premium, billing, payment, notice, and renewal arrangements with those underwriter(s) as the Paying Party may, in its sole discretion, deem advisable. All costs and expenses of and in connection with such arrangements shall be for the account of the Paying Party, and invoices and payments in respect of such arrangements shall be exchanged directly between the Paying Party and the Primary Insured's underwriters (directly or through such underwriters' authorized broker(s)/agent(s)).

ARTICLE VIII. MISCELLANEOUS

Section 8.1 Force Majeure. In the event that Operator is rendered unable, wholly or in part, by Force Majeure or other causes herein specified, to carry out all or any of its obligation under this Agreement, it is agreed that on Operator's delivery of written Notice, so far as Operator is prevented by such Force Majeure or other causes herein specified, Operator's obligation shall be suspended during the continuance of any inability so caused, and Operator will not be liable to Owners for any interruptions of service, any delays, or any failure to perform under this Agreement caused by such Force Majeure. For the avoidance of doubt, any delays, interruptions or failures to perform caused by such occurrences shall not be deemed to be a breach or failure to perform under this Agreement. The term "Force Majeure" means occurrences beyond the control of Operator and includes, without limiting the generality of the foregoing: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, landslides, lightning, earthquakes, fires, storms, hurricanes, tropical storms, loop currents, floods, washouts, arrests, and restraints of the Government, either federal or state, civil or military, civil disturbances, explosions, sabotage, malicious mischief, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe, refusal or inability of resale owner(s) or transporter(s) to take deliveries due to events of Force Majeure, inability of Operator to obtain right-of-way, necessary materials, supplies, or permits not caused by the failure of Operator to pay for or negligence to obtain such rights-of-way, necessary materials, supplies, or permits, an order, directive, or restraint issued or imposed by any Governmental Authority, regulatory body or court having jurisdiction. It is understood and agreed that the settlement of strikes or other labor difficulties shall be entirely within the discretion of Operator. During the continuation of a Force Majeure event, Operator shall act diligently to overcome the impediments caused by such event and Operator will perform its obligations under this Agreement to the fullest extent possible under the circumstances during such Force Majeure and, thereafter, in full upon cessation of the Force Majeure.

Section 8.2 Notices. Any notice, request, instruction, correspondence, or other document to be given hereunder by any Party to another (herein collectively called "Notice") shall be in writing and delivered in person or by courier service requiring acknowledgement of receipt

or mailed by certified mail, postage prepaid and return receipt requested, or by overnight delivery service, as follows:

If to Owners:

Fieldwood Energy I LLC
ADDRESS
Attn:
Phone:

with a copy to:

Apache Corporation
2000 Post Oak Blvd, Suite 100
Houston, TX 77056
Attn: Brian Erickson
Phone: 713-296-6000

If to Operator:

[•]
[•]
[•]
[•]

with a copy to:

Apache Corporation
2000 Post Oak Blvd, Suite 100
Houston, TX 77056
Attn: Brian Erickson
Phone: 713-296-6000

Notice given by personal delivery or courier shall be effective upon actual receipt. Notice given by mail shall be effective upon actual receipt or, if not actually received, the fifth Business Day following deposit with the U.S. Post Office. If a date specified herein for giving any Notice or taking any action is not a Business Day (or if the period during which any Notice is required to be given or any action taken expires on a date which is not a Business Day), then the date for giving such Notice or taking such action (and the expiration date of such period during which notice is required to be given or action taken) shall be the next day which is a Business Day. Any Party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address; provided that only Apache may change its address for copies and such copies may not be amended, discontinued, or delayed without Apache's express written consent.

Section 8.3 No Joint Venture or Partnership. Nothing in this Agreement is intended to create, or shall be construed as creating, a partnership, joint venture, association for profit or

other business entity between or among the Parties, and for federal and state income tax purposes, the Parties elect to be excluded from the application of the provisions of Subchapter K, Chapter 1, Subtitle A of the Internal Revenue Code of 1986, as amended, as permitted and authorized by Section 761 of said Code and the regulations promulgated thereunder.

Section 8.4 No Fiduciary Duty. It is expressly understood and agreed that this Agreement is a purely commercial transaction between the Parties and that nothing stated herein shall operate to create any fiduciary duty which a Party shall owe to the other Party, except with respect to the handling of cash by Operator on behalf of either Owner.

Section 8.5 Entire Agreement. This Agreement (together with the Exhibits hereto, including the Agency Agreement attached as **Exhibit D**) constitutes the entire agreement among the Parties with respect to the subject hereof and supersedes any other agreements, whether written or oral, that may have been made or entered into by the Parties or any of their respective Affiliates relating to the transactions contemplated hereby or the subject hereof. The Parties agree that Apache Corporation is a third-party beneficiary of Section 6.2 and Section 8.2 of this Agreement.

Section 8.6 Successors and Assigns. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors, assigns, and legal representatives.

Section 8.7 Assignment. This Agreement is personal to Operator, and Operator may not assign this Agreement without the prior written consent of Owners, which may be withheld by Owners for any reason or no reason in their sole discretion. Any assignment or transfer in violation of the forgoing provisions shall be null and void. No assignment or transfer of this Agreement shall relieve the assigning Party of any expense, liability, or other obligation (including as to a breach of any provision) or remedy hereof which has accrued or attached prior to the date of such assignment.

Section 8.8 Amendment. This Agreement may be amended or modified in whole or in part, and terms and conditions may be waived, only by a duly authorized agreement in writing which makes reference to this Agreement executed by each Party.

Section 8.9 Construction.

(a) All article, section, schedule, and exhibit references used in this Agreement are to articles and sections of, and Schedules and Exhibits to, this Agreement, unless otherwise specified. The schedules and exhibits attached to this Agreement constitute a part of this Agreement and are incorporated herein for all purposes.

(b) Unless otherwise indicated, with respect to either Party, the terms “ordinary course of business” or “ordinary course” shall be deemed to refer to the ordinary conduct of business in a manner consistent with the past practices and customs of such Party.

(c) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Terms

defined in the singular have the corresponding meanings in the plural, and vice versa. Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The words “include”, “includes” or “including” do not limit the preceding terms and shall be deemed to be followed by the words “without limitation.” The words “hereof,” “hereto,” “hereby,” “herein,” “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular section or article in which such words appear. The term “or” is not exclusive.

(d) The terms “day” and “days” mean and refer to calendar day(s). The terms “year” and “years” mean and refer to calendar year(s). The term “Business Day” shall mean any day other than a Saturday or a Sunday or a day on which federally chartered banking institutions in Houston, Texas, are authorized by Law to close, but for purposes of Notices or other communications given hereunder, means before 4:00 p.m. on such day in the city of Houston, Texas.

(e) Operator and Owners have each participated in the negotiation and drafting of this Agreement, and, if an ambiguity should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement.

(f) The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

(g) All references to currency herein shall be to, and all payments required hereunder shall be paid in, United States Dollars.

(h) The serial comma is sometimes included and sometimes omitted. Its inclusion or omission shall not affect the interpretation of any phrase.

Section 8.10 Severability. Subject to Section 7.5, if any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties to the greatest extent legally permissible.

Section 8.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any .pdf or other electronic transmission hereof or signature hereon shall, for all purposes, be deemed originals.

Section 8.12 Governing Law. This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Texas without regard to the principles of conflicts of Laws that would direct the application of the Laws of another jurisdiction.

Section 8.13 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 8.14 Disputes. Any disputes arising out of or relating to this Agreement shall be resolved exclusively by the state or federal courts located in Houston, Texas; and the Parties irrevocably submit to the jurisdiction and venue of such courts for such purposes.

[Remainder of Page Intentionally Left Blank. Signature Page(s) to Follow.]

IN WITNESS WHEREOF, this Agreement has been signed by each of the Parties as of the date first above written.

OPERATOR:

[•]

By: _____

Name: _____

Title: _____

OWNERS:

FIELDWOOD ENERGY I LLC

By: _____

Name:

Title:

GOM SHELF LLC

By: _____

Name:

Title:

EXHIBIT A
TO CONTRACT SERVICES AGREEMENT

SERVICES

1. Asset Management Services. Operator shall provide the following Services with respect to the Assets.

1.1 Operating Services.

(a) Services:

- (i) Complying with, and causing the Assets to be operated in compliance with all state and federal Laws and regulations, including, but not limited to, following all required health, safety and environmental Laws, regulations and programs (such as SEMS), complying with all regulatory filing and reporting requirements, and obtaining all necessary permits.
- (ii) Until the end of the Term, serve as contract operator of the Assets, in accordance with the terms hereof and any applicable operating agreements and similar contracts (if any), such Services may include:

(A) purchasing supplies, materials, tools, and equipment associated with the Assets, provided that the costs of which will be reimbursed by the applicable Owner to Operator in accordance with and subject to the Approved Budget, further, provided that without such Owner's prior written consent or express inclusion within the Approved Budget, Operator will not purchase any single item with respect to the Assets if such purchase would result in a charge or cost to such Owner greater than one million dollars (\$1,000,000.00) for any single item or ten million dollars (\$10,000,000.00) aggregate as to all such items in any consecutive twelve (12) month period. Such Owner's consent shall be deemed granted unless such Owner notifies Operator to the contrary within ten (10) Business Days from such Owner's receipt of Operator's request;

(B) contracting for services associated with the physical operation of the Assets, provided that the costs associated with such services will be paid directly by the Owner of such Assets or reimbursed to Operator by such Owner, further, provided that without such Owner's prior written consent Operator will not contract for any of such services with respect to any of the Assets if such contract (1) is with an affiliate of Operator or (2) would obligate such Owner for a period more than ninety (90) days after the end of the Term with respect to the Operating Services. Such Owner's consent shall be deemed granted unless such Owner notifies Operator to the contrary within ten (10) Business Days from receipt of Operator's request;

(C) executing, amending, or extending contracts associated with the physical operation of the Assets in the normal course of business, provided that the costs associated with such execution, amendment or extension of the contracts will be paid directly by the Owner of such Assets or reimbursed by such Owner to Operator, further, provided that without such Owner's prior written consent Operator will not contract for any of such services with respect to either of the Assets if such contract (1) is with an Affiliate of Operator; or (2) would obligate such Owner for a period more than ninety (90) days after the end of the Term with respect to the Operating Services. Such Owner's consent shall be deemed granted unless such Owner notifies Operator to the contrary within ten (10) Business Days from receipt of Operator's request;

(D) functioning as operator under the applicable joint operating agreements, production handling agreements, and other similar operating agreements related to the Assets as agent for the Owner of such Assets with all rights and authority to communicate with co-lessees and non-operating parties and take all actions under the applicable agreement as if it were such Owner. Such Owner and Operator shall enter into an Agency Agreement in the form attached hereto as **Exhibit D** (the "Agency Agreement");

(E) functioning as each Owner's agent under the applicable master service agreements, work orders, purchase orders and similar service contracts related to the Assets with all rights and authority to communicate with the service providers and take all actions under the applicable agreement as if it were such Owner, pursuant to the Agency Agreement; and

(F) functioning as each Owner's agent in representing such Owner in its capacity as the owner of the Assets in all dealings and communications with Governmental Authorities, provided that such Owner reimburses Operator for any fees, fines, or penalties associated with such dealings and communications, further, provided that such Owner must approve in order for the Operator to agree to a fine or penalty in excess of one hundred twenty five thousand dollars (\$125,000). Operator will provide such Owner copies of all correspondence with Governmental Authorities, other than routine correspondence, on a periodic basis or as requested by such Owner.

1.2 Production Marketing, Marketing Services and Marketing Accounting Services:

(a) Services:

- (i) For each third party agreement with respect to the Assets that each Owner and Operator mutually agree, Operator shall function as the agent for such Owner with all rights and authority to communicate with the service providers and take all actions under the applicable agreement as if it were such Owner, pursuant to the Agency Agreement;
- (ii) Performing all marketing, gas control, crude oil and gas scheduling, contract administration, and other similar services necessary to sell production associated with the Assets in a manner substantially consistent with Operator's or its personnel's current general practices, provided that all marketing shall be at prices that are representative of market value. Operator will provide Owners summaries of the scheduled oil and gas or plant statements upon request;
- (iii) Performing all revenue and marketing accounting functions relating to the Assets, including the calculation and payment of royalty and overriding royalties, transportation, cash out, netback pricing, weighted average sales price, and other marketing accounting functions performed in the normal course of business; and
- (iv) Management of all lease of platform space agreements, production handling agreements, pipeline interconnect agreements, boarding agreements, midstream facility ownership and/or contract operating agreements, and other similar agreements.

1.3 Treasury and Accounting Services:

(a) Each Owner may notify Operator in writing thirty (30) days prior to the end of any production month if such Owner wishes to terminate the Expenditure Accounting Services as of the end of such month, and such Services shall terminate at the close of accounting business for such production month.

(b) Services:

- (i) Managing any bank accounts, trusts, etc. associated with the operation of the Assets;
- (ii) Performing all expenditure accounting functions relating to the Assets, including the payment of all invoices and subsequent billing of same to all working interest owners, AFE maintenance, and maintenance of property/cost center numbers;

- (iii) Managing the collection of any joint interest billings and revenue relating to the Assets;
- (iv) Performing all the calculations of severance, ad valorem/property, and sales and use taxes, but excluding state or federal income, margin, or excise taxes;
- (v) Performing all of the property, revenue, and royalty accounting services related to the Assets, including properly disbursing payments to and collecting payments from third parties and working interest, royalty, and overriding royalty owners as required by such accounting services as well as rental, severance or production taxes, right of way payments, leasehold, minimum or advance payments due in the normal course of business, and annual 1099 reporting as required by the Internal Revenue Service; and
- (vi) Performing all the calculations and preparation of monthly gas and oil balancing and payout statements in the ordinary course of business.

1.4 Land Administration Services.

- (a) Each Owner may notify Operator in writing thirty (30) days prior to the end of any month if such Owner wishes to terminate the Land Administration Services effective as of the end of such month and such Services shall terminate at the end of such month.
- (b) Services:
 - (i) Administering and maintaining all leases and agreements relating to the Assets;
 - (ii) Maintaining and updating all lease, ownership, contract, and property records and databases relating to the Assets;
 - (iii) Maintaining and updating all royalty payment reports and databases;
 - (iv) Maintaining and updating all royalty suspense accounts, reports and databases and administering escheat duties in accordance with established State rules and regulations;
 - (v) Maintaining and updating all accounts, reports and databases associated with compulsory pooled interests related to the Assets;

- (vi) Generating, verifying, processing, approving, and signing all internal and external division orders and transfer orders required in the normal course of business;
- (vii) Identifying, paying and appropriately invoicing all rentals, surface, right of way, shut-in payments, and other payments required by the leases or other agreements relating to the Assets;
- (viii) Maintaining all land, contract, division of interest, lease files, and other files relating to the subject land administration functions; and
- (ix) Such other administrative services as Operator administered or caused to be administered to maintain the leases or agreements relating to the Assets.

1.5 Supply Chain.

- (a) Each Owner may notify Operator in writing ten (10) Business Days prior to the end of any month if such Owner wishes to terminate the applicable Services as of the end of such Month and such Services shall terminate at the end of such month.
- (b) Services.
 - (i) Operator shall provide procurement services with respect to the Assets;
 - (ii) Except as it relates to marketing contracts, which shall be covered by Section 1.2 of this **Exhibit A**, Operator shall provide Contract Administration Services with respect to the Assets; and
 - (iii) Operator shall function as the agent for each Owner with all rights and authority to communicate with the service providers and take all actions under the applicable agreement as if it were such Owner, pursuant to the Agency Agreement.

2. Hourly Services. Operator shall provide the following Services with respect to the Assets in a manner substantially consistent with Operator's general practices for similarly situated assets:

2.1 Legal.

- (a) Each Owner may discontinue these Services by providing Operator ten (10) days prior written Notice of its desire to do so, and such Services shall terminate at the end of such ten (10) day period.
- (b) Services.

- (i) Review and negotiation of contracts with service providers and other third parties;
- (ii) Management of litigation, government investigations, and other disputes as directed by such Owner; and
- (iii) Directing outside counsel engaged by such Owner in providing advice and counsel to such Owner with respect to the Assets and the various legal matters that may arise from time to time related thereto.

2.2 Finance and Tax.

- (a) Each Owner may discontinue these Services by providing Operator ten (10) days prior written Notice of its desire to do so, and such Services shall terminate at the end of such ten (10) day period.
- (b) Services.
 - (i) Preparation of projections, analyses, and reports related to the Assets;
 - (ii) Review and negotiation of financing agreements, including hedging agreements; and
 - (iii) Preparation and administration of all federal, state, and local tax processes, including the preparation of appropriate tax returns and/or directing outside tax preparers in the preparation of any tax matters and/or activities related to the Assets.

2.3 Insurance.

- (a) Each Owner may discontinue these Services by providing Operator ten (10) days prior written Notice of its desire to do so, and such Services shall terminate at the end of such ten (10) day period.
- (b) Services.
 - (i) Review and negotiation of insurance documents and agreements, including bonds, insurance policies, and similar agreements;
 - (ii) Management of any claims made or to be made under the applicable insurance policies, bonds, and similar agreements as directed by such Owner; and¹

¹ [NTD: To confirm in which party's name the insurance contracts will be.]

- (iii) Procure and maintain insurance coverages that are customary for a reasonably prudent operator with properties, equipment, and other assets similar to the Assets and operations in the Gulf of Mexico and in amounts commensurate with operations and obligations in this Agreement. Such requirements shall include, but shall not be limited to, insurance as required by applicable Law.

2.4 Financial Reporting and Audit Services.

- (a) Each Owner may discontinue these Services by providing Operator ten (10) days prior written Notice of its desire to do so, and such Services shall terminate at the end of such ten (10) day period. The terms of Section 2.4 (c)(i) shall survive the termination of this Agreement for such period of time as is necessary for such Owner or its representatives to conduct the review and audit of financial statements prepared under Section 2.4 (c)(ii) or for the review and audit of financial statements prepared subsequent to discontinuation of Services where financial results are included for the applicable periods the Services were provided.
- (b) Services.
 - (i) [Facilitate and coordinate the review and audit of such Owner's business records in the normal course of business or as required in accordance with the terms of the Limited Liability Agreement of Fieldwood Energy I LLC;]²
 - (ii) Preparing financial statements and/or directing outside accounting personnel in the preparation and maintenance of audit reports and financial statements and any required filings or reporting in accordance with the terms of the Limited Liability Agreement of Fieldwood Energy I LLC; and
 - (iii) Auditing the books and records of third parties related to activities under operating, production handling, and other similar agreements in the normal course of business or as reasonably requested by such Owner.

[Remainder of Page Intentionally Left Blank]

² [NTD: Assumes Operator will facilitate 3rd party audits for financial reporting and for COPAS JV audits.]

EXHIBIT B

TO CONTRACT SERVICES AGREEMENT

DECOMMISSIONING PLAN

EXHIBIT C

TO CONTRACT SERVICES AGREEMENT

OPERATOR REPRESENTATIVES LIST

[NTD: List will include name, title and contact information for the individuals in charge of performing each Service.]

EXHIBIT D

TO CONTRACT SERVICES AGREEMENT

FORM OF AGENCY AGREEMENT

AGENCY AGREEMENT

This Agency Agreement (this “Agreement”), effective as of 12:01 a.m. Central Time on (“Effective Date”), is by and between [•], a [•] (“Operator”), and Fieldwood Energy I LLC, a Texas limited liability company (“Fieldwood Energy I”) and GOM Shelf LLC, a Delaware limited liability company (“GOM Shelf”). Fieldwood Energy I and GOM Shelf are each referred to herein as “Owner” and collectively as “Owners”. Each capitalized term not defined herein shall have the meaning ascribed to such term in that certain Contract Services Agreement dated as of ____, 202__ (the “Contract Services Agreement”) between Operator and Owners.

WHEREAS, of even date herewith, Operator and Owners entered into that certain Contract Services Agreement, which agreement provides for Operator to provide Owner certain services related Owners’ interests in the Assets; and

WHEREAS, Operator and Owners desire that Operator administer those certain services described on **Exhibit A** to the Contract Services Agreement; and

WHEREAS, subject to the limitations and obligations of Operator pursuant to this Agreement and the Contract Services Agreement, Owners desire that Operator act as agent for Owners for all matters related to certain of the third-party agreements set forth on Attachment 1 of this Agreement (the “Third Party Contracts”) and related to representation of Owners as the owner of the Assets in all dealings and communications with Governmental Authorities, or as may be mutually agreed upon from time to time by Owners and Operator in writing.

NOW THEREFORE, in consideration of the mutual premises, covenants, and agreements contained herein, the benefits to be derived by each party hereunder and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Operator and Owners hereby agree as follows:

1. Appointment of Agent. Subject to the limitations and obligations of Operator pursuant to this Agreement and the Contract Services Agreement, Owners hereby appoints Operator, and Operator hereby accepts and agrees to act as the agent for Owners, in all respects, under the Third Party Contracts and in all dealings and communications with any Governmental Authorities related to the Assets or operations related thereto. Unless expressly permitted by Owners or to the extent permitted under the Contract Services Agreement, no other party shall be authorized to act on behalf of Owners with respect to such Third Party Contracts. Operator’s authority as agent for Owners shall be subject to the following limitations and obligations:

- (a) Operator shall hold such Third Party Contracts for the benefit of Owners and shall exercise all rights available to Operator with respect to such third-party agreements in accordance with the Contract Services Agreement;
- (b) Operator shall maintain and keep such Third Party Contracts in full force and effect;
- (c) Operator shall not transfer, sell, hypothecate, encumber, relinquish, or cause the termination of such Third Party Contracts;

- (d) Operator shall not amend, or extend any of such Third Party Contracts, except as allowed in the Contract Services Agreement;
- (e) The foregoing notwithstanding, Operator does not assume any obligation under any Third Party Contract and shall not be deemed to have assumed any such obligation under the Third Party Contract by reason of acting as Owners' agent hereunder or by the existence of this Agreement, except as set forth in the Contract Services Agreement; and
- (f) With respect to dealings and communications with Governmental Authorities, Operator shall act in a manner consistent with the limitations of the Contract Services Agreement.

Requests for approval of any action restricted by this Agreement shall be delivered to the Sole Manager of Fieldwood Energy I on behalf of Owners, provided that Operator may take whatever actions it deems in good faith to be required in the event of an emergency.

2. Indemnity. The indemnity obligations of Operator and Owners in Section 1.7 and Article 7 of the Contract Services Agreement shall apply to this Agreement, *mutatis mutandis*.

3. Power of Attorney. This Agreement shall serve as a general power of attorney. Owners hereby grants Operator, and Operator hereby accepts, a power of attorney for Operator to serve as the attorney-in-fact and agent for Owners and to take any and all actions to effectuate the purpose and activities described in the Contract Services Agreement including, but not limited to, taking certain actions under the Third Party Contracts, entering into any agreement, and representing Owners in all dealings and communications with Governmental Authorities related to the Assets or operations related thereto. This power of attorney is subject to the limitations of the Contract Services Agreement and this Agreement and shall terminate upon the termination of this Agreement.

4. Miscellaneous Provisions.

- (a) Term. The authority for Operator to act as Owners' agent shall be effective as of the date hereof and shall terminate and be revoked as to each such third-party agreement at the end of the Term for each applicable Service as set forth in the Contract Services Agreement, unless sooner revoked by Notice in writing from Owners to Operator and to each third party no longer entitled to rely on the agency created by this Agreement.
- (b) Contract Services Agreement. This Agreement is being entered into in conjunction with the Contract Services Agreement whereby Operator shall provide certain Services as such term is defined therein. Operations of the oil and gas properties and collection and disbursement of all revenues and payment of expenses associated with such third-party agreements will be handled in accordance with the Contract Service Agreement.
- (c) Entire Agreement. This Agreement constitutes the full understanding of Operator and Owners and a complete and exclusive statement of the terms and conditions of the agreement relating to the subject matter hereof and supersedes all prior negotiations,

understandings, and agreements, whether written or oral, between Operator and Owners with respect thereto. This Agreement does not modify or amend any terms or provisions of the Contract Services Agreement. Notwithstanding anything herein to the contrary, in the event of any conflict between that the terms of this Agreement and terms of the Contract Services Agreement, the terms of the Contract Services Agreement or any agreement contemplated thereby shall prevail.

(d) Amendments. No alteration, modification, amendment, or change in this Agreement shall be effective or binding on any party unless the same is in writing and is executed by Operator and Owners.

(e) Enforceability. This Agreement shall be enforceable by and against Operator, Owners, and their respective heirs, successors, permitted assignees, and legal representatives.

(f) Assignment. This Agreement is personal to the parties hereto. Operator shall not assign, convey, transfer or otherwise dispose of all or any portion of its interest in, or its rights and obligations under, this Agreement without the prior written consent of the other party or parties unless such assignment is permitted under the Contract Services Agreement. Any attempted assignment without appropriate consent shall be voidable at the sole discretion of the non-assigning party.

(g) Governing Law. This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Texas without regard to the principles of conflicts of Laws that would direct the application of the Laws of another jurisdiction.

(h) Disputes. Any disputes arising out of or relating to this Agreement shall be subject to the terms set forth in Section 8.13 and Section 8.14 of the Contract Services Agreement.

(i) Multiple Counterparts. This Agreement may be executed, either originally or by electronic reproduction, by the parties hereto in multiple counterparts, each of which shall be deemed an original for all purposes, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page follows.]

This Agreement is executed and delivered by Operator and Owners effective as of the Effective Date.

OPERATOR:

[•]

By: _____

Name: _____

Title: _____

OWNERS:

FIELDWOOD ENERGY I LLC

By: _____

Name: _____

Title: _____

GOM SHELF LLC

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, by _____, as _____ of [•], a [•], on behalf of said company.

Notary Public in and for the State of _____

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this ____ day of _____, by _____, known to me to be the person whose name is subscribed to the foregoing instrument as _____ of Fieldwood Energy I LLC, a Texas limited liability company, on behalf of said company.

Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this ____ day of _____, by _____, known to me to be the person whose name is subscribed to the foregoing instrument as _____ of GOM Shelf LLC, a Delaware limited liability company, on behalf of said company.

Notary Public in and for the State of Texas

ATTACHMENT 1

TO AGENCY AGREEMENT

THIRD-PARTY AGREEMENTS

[NTD: These are specific marketing, transportation and processing and other service agreements.]

EXHIBIT E

TO CONTRACT SERVICES AGREEMENT

INITIAL ANNUAL BUDGET

EXHIBIT F

TO CONTRACT SERVICES AGREEMENT

APPROVED TWCF BUDGET

EXHIBIT G
TO CONTRACT SERVICES AGREEMENT
FORM OF AFE

EXHIBIT H

TO CONTRACT SERVICES AGREEMENT

OPERATOR COMPENSATION

SCHEDULE I
TO CONTRACT SERVICES AGREEMENT

ASSETS

Exhibit 22

Credit Bid Purchase Agreement Terms

The terms set forth below are acceptable to Apache and the Debtors to address the Specified Credit Bid Terms in the Credit Bid Purchase Agreement (or an alternative purchase and sale agreement conveying the Credit Bid Acquired Interests to a buyer):

(i) Credit Bid Purchaser (or an alternative purchaser under a purchase and sale agreement conveying the Credit Bid Acquired Interests to a buyer) (“**Buyer**”) shall assume the Credit Bid Assumed Liabilities, which will include all liabilities and obligations of FWE for (x) Closing Date Payables (as defined below), (y) obligations for personal injury or damage to third party property arising from the ownership or operation of the FWE I Assets (as defined in the Plan of Merger) or the GOM Shelf Oil and Gas Properties (as defined in the Plan of Merger) for which a claim has been made prior to 7:00 a.m. on the Effective Date, but only to the extent of the deductible or retention amount under applicable insurance policies covering such claims, and (z) the FWE II Retained Properties Payables (as defined below), and the Purchase Agreement will include an obligation of Buyer to pay, or to cause to be paid, all Credit Bid Assumed Liabilities and the closing date payables of GOM Shelf and FW GOM Pipeline Inc. (with such closing date payables to be determined consistent with Closing Date Payables).

(ii) FWE I shall have the right to send all invoices it receives for any of the Credit Bid Assumed Liabilities and all closing date payables of GOM Shelf and FW GOM Pipeline Inc. (with such closing date payables to be determined consistent with Closing Date Payables) to Buyer for payment.

(iii) The Purchase Agreement shall define “Closing Date Payables” as expenses of FWE incurred but not yet paid as of 7:00 a.m. on the Effective Date attributable to the FWE I Oil and Gas Properties (as defined in the Plan of Merger) and the GOM Shelf Oil and Gas

Properties, including, without limitation, (w) payables arising from the exploration of and production and sale of oil and gas from the FWE I Oil and Gas Properties and the GOM Shelf Oil and Gas Properties, (x) payables to third parties on account of third party working interest owners for which a joint interest billing receivable is included in the Closing Accounts Receivable (as defined below), (y) obligations for Royalties (as defined in the Plan of Merger) in respect of the FWE I Assets or the GOM Shelf Oil and Gas Properties payable on account of Hydrocarbons (as defined in the Plan of Merger,) produced and sold prior to and unpaid as of 7:00 a.m. on the Effective Date (provided that if a Royalty reporting, miscalculation, or underpayment claim is asserted after 7:00 a.m. on the Effective Date with respect to any Royalty paid prior to 7:00 a.m. on the Effective Date such claim or obligation shall not be deemed a Closing Date Payable, except to the extent any reporting, miscalculation, or underpayment claim totals more than one million U.S. dollars (\$1,000,000) and arises out of the willful misconduct of the person or persons performing such reporting, calculations, or payments as determined by a final, non-appealable judgment of a court or other tribunal having jurisdiction), and (z) fines and penalties levied or imposed by governmental authorities prior to 7:00 a.m. on the Effective Date in respect of the FWE I Assets or the GOM Shelf Oil and Gas Properties to the extent not otherwise covered by a settlement with applicable governmental authorities entered into prior to the Effective Date that fully excuses payment (other than as provided in such settlement and for which FWE I shall have no obligation) of such fines and penalties, whether classified on the books and records as an account payable or otherwise; **provided, that,** the definition of “Closing Date Payables” in the Purchase Agreement shall expressly exclude (1) obligations for FWE I Suspense Funds (as defined in the Plan of Merger), (2) Interim Unpaid P&A Expenses (as defined in the Plan of Merger), (3) obligations to pay Royalties on Hydrocarbons produced from FWE I Oil and Gas Properties or

GOM Shelf Oil and Gas Properties and sold from and after 7:00 a.m. on the Effective Date, (4) obligations for damage to property included in the FWE I Assets or the GOM Shelf Oil and Gas Properties, (5) fines or penalties levied or imposed by governmental authorities after 7:00 a.m. on the Effective Date with respect to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, (6) P&A Obligations and Decommissioning (as defined in the Plan of Merger) expenses, or (7) obligations satisfied, compromised, settled, released or discharged pursuant to the Plan and Confirmation Order

(iv) All payables of FWE arising from the exploration of and production and sale of oil and gas from the Retained Properties, including payables to third parties on account of third party working interest owners for which a joint interest billing receivable is included in the accounts receivable of FWE in respect of the Retained Properties (such accounts receivable, the “**Retained Properties AR**”), incurred prior to and unpaid as of 7:00 a.m. on the Effective Date, whether classified on the books and records as an account payable or otherwise (such payables, the “**Retained Properties Payables**”), will also be assumed by, and will constitute Credit Bid Assumed Liabilities of, Buyer pursuant to the Purchase Agreement (and the Retained Properties, and the Retained Properties AR will be assigned to Buyer pursuant to the Purchase Agreement and will constitute Credit Bid Acquired Interests in the same manner as will Closing Accounts Receivable (excluding any obligation of the type described in Section 3(b) of the Plan of Merger). In addition FWE II will assume all obligations on the Retained Properties on a go-forward basis following the consummation of the credit bid sale transaction to the Credit Bid Purchaser.

(v) FWE (and, following consummation of the Divisive Merger, FWE III) will use efforts consistent with past practice to collect Closing Accounts Receivable (including by offsetting amounts owed to FWE under applicable joint operating agreements or otherwise) and

remit proceeds collected (including by offset), net of any cost of collection incurred by FWE III or FWE I, to Buyer, provided neither FWE III nor FWE I shall be obligated to incur any costs or institute any legal proceedings to collect Closing Accounts Receivable. Buyer will agree that Buyer and its subsidiaries shall pay (and shall indemnify and hold harmless FWE (and following consummation of the Divisive Merger, FWE I and FWE III) from and against) any and all Credit Bid Assumed Liabilities.

(vi) The accounts receivable to be assigned to Buyer pursuant to the Credit Bid Purchase Agreement (“**Closing Accounts Receivable**”) will include all accounts receivable of FWE attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (as defined in the Plan of Merger) as of 7:00 a.m. on the Effective Date, including all accounts receivable attributable to the sale of oil or gas produced and sold from the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties prior to 7:00 a.m. on the Effective Date and joint interest billing receivables for expenses paid by FWE as of 7:00 a.m. on the Effective Date or for which a payable is included in the Closing Date Payables but expressly excluding receivables as described in item (xiv) and clauses (ii)-(v) of item (xvi) of Part A of Schedule I of the Plan of Merger, Prepaid JIB Cash Amount (as defined in the Plan of Merger), and JIB Advance AR (as defined in the Plan of Merger). The Purchase Agreement will provide that Buyer and its subsidiaries shall pay (and shall indemnify FWE I and FWE III against) any and all Credit Bid Assumed Liabilities. FWE will also assign the FWE II Retained Properties AR to Buyer as part of the Credit Bid Acquired Interests.

Exhibit 23

Spill Control Membership Agreements

Deepwater: HWCG (membership), NRC (MSA)

FW1: Clean Gulf (membership), Forefront (MSA), and TRG (MSA)